

DocuSign City Council Transmittal Coversheet

RFQ	6581
File Name	Parking Lot Design
Purchasing Contact	Jamie Cogdell
City Council Target Date	May 8, 2018
Contract Value	300,050
Piggy Back Option	No
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 6581**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Teague Nall and Perkins, Inc., with its corporate office at 1517 Centre Place Drive, Suite 320, Denton, Texas 76205, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

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

The Project shall include, without limitation, Professional Engineering Services for parking lot design, as described in **Exhibit A**, which is attached hereto and incorporated herein (the "Project").

**ARTICLE II
SCOPE OF BASIC SERVICES**

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

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFQ 6581 – Professional Engineering Services for Parking Lot Design, which is on file with Purchasing and further detailed in Exhibit A, attached herein.

- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

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

ARTICLE IV

TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT will provide services for a one (1) year period. The OWNER and CONSULTANT shall have the option to renew this contract for an additional two (2) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, unless either party notifies the other prior to the scheduled renewal date in accordance with the provision of the section titled "price adjustments", or the section(s) titled "termination" in Exhibit 2 of the RFQ documents. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

ARTICLE V

COMPENSATION

A. COMPENSATION TERMS:

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

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit "B"** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$300,050.

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

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

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

in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

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

ARTICLE VI

OBSERVATION AND REVIEW OF THE WORK

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

ARTICLE VII

OWNERSHIP OF DOCUMENTS

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

Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII **INDEMNITY AGREEMENT**

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

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

ARTICLE IX **INSURANCE**

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

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

shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

ARTICLE X

ALTERNATIVE DISPUTE RESOLUTION

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

ARTICLE XI

TERMINATION OF AGREEMENT

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

ARTICLE XII

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

ARTICLE XIII
NOTICES

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

To CONSULTANT:

Teague Nall and Perkins, Inc
Gary Vickery
1517 Centre Place Drive, Suite 320
Denton, TX 76205

To OWNER:

City of Denton
Purchasing Manager –File 6581
901B Texas Street
Denton, Texas 76201

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

ARTICLE XIV
ENTIRE AGREEMENT

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

ARTICLE XV
SEVERABILITY

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

ARTICLE XVI
COMPLIANCE WITH LAWS

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

ARTICLE XVII
DISCRIMINATION PROHIBITED

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

ARTICLE XVIII
PERSONNEL

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

ARTICLE XIX
ASSIGNABILITY

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

ARTICLE XX
MODIFICATION

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

ARTICLE XXI
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:
- Exhibit A – Consultant’s Schedule of Fees
Exhibit B – Consultant’s Scope of Services
- B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all

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

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

ARTICLE XXII **INDEPENDENT CONTRACTOR**

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

ARTICLE XXIII **RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV **CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING**

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295

4. Enter the Certificate Number on signature page.
5. Sign and notarize the Form 1295
6. Email the notarized form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

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

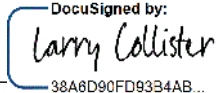
CITY OF DENTON, TEXAS

TODD HILEMAN, CITY MANAGER

JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____
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TEAGUE NALL AND PERKINS, INC.
A TEXAS CORPORATION
"CONSULTANT"

76635A0928E04B7...
BY: GARY VICKERY

2018-346342

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or

suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

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

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

[X] A. General Liability Insurance:

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

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

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

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

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

[X] Automobile Liability Insurance:

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

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

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

[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 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

☐ **Builders' Risk Insurance**

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

☐ **Commercial Crime**

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

☐ **Additional Insurance**

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

ATTACHMENT 1

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

A. Definitions:

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

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

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

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

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

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

ATTACHMENT 'A'
SCHEDULE OF FEES
2018 PARKING LOTS

A. BASIC SERVICES:

For work performed by the ENGINEER within the scope identified in ATTACHMENT B, Itemized Scope of Services, the ENGINEER will be reimbursed as described below:

1. Labor

The following fees shall be paid to the ENGINEER for labor involved in the various items of work within the scope of Basic Services identified in ATTACHMENT B:

City Hall East (Railroad Street)

Design Survey - completed previously	
Parking Lot Design	\$ 41,500
Landscaping & Irrigation	\$ 6,200
Subtotal	\$ 47,700

Denia Recreation Center

Design Survey	\$ 1,800
Parking Lot Design	\$ 17,900
Landscaping & Irrigation	<u>\$ 5,000</u>
Subtotal	\$ 24,700

Civic Center

Design Survey	\$ 5,500
Parking Lot Design	\$ 36,750
Landscaping & Irrigation	<u>\$ 7,100</u>
Subtotal	\$ 49,350

Service Center Conceptual Parking Study	\$ 26,600
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Service Center - North Parking Lot

Design Survey	\$ 2,200
Parking Lot Design	\$ 20,600
Landscaping & Irrigation	<u>\$ 5,800</u>
Subtotal	\$ 28,600

Service Center - West Boundary Lot

Design Survey	\$ 1,500
Parking Lot Design	<u>\$ 18,200</u>
Subtotal	\$ 19,700

Service Center - West Main Parking Lot

Design Survey	\$ 3,300
Parking Lot Design	<u>\$ 31,800</u>
Subtotal	\$ 35,100

Service Center - Parking South of Texas Street

Design Survey	\$ 3,200
Parking Lot Design	\$ 18,900
Subtotal	\$ 22,100

Geotechnical Investigation (Allowance) **\$ 34,200**

Bid Support (Hourly, Est.) **\$ 10,500**

Total **\$295,550**

2. Direct Expenses

Direct Expenses such as printing, reproductions, automobile mileage, delivery/courier services, etc. will be reimbursed to the ENGINEER at his direct invoice expense plus 10% with a not-to-exceed amount of:

\$ 1,500

3. Total Fee for Basic Services

TOTAL (BASIC SERVICES) **\$ 300,050**

B. ADDITIONAL SERVICES:

Additional work performed by the ENGINEER outside that scope identified in ATTACHMENT B, Scope of Basic Services, shall be considered Additional Services. If requested by the City, the following services will be added as a contract amendment. The ENGINEER will be reimbursed for Additional Services, should they be requested, as described below:

McKinney Street Parking Lot

Design Survey	\$ 3,300
Parking Lot Design	\$ 50,200
Landscaping & Irrigation	\$ 9,650
Illumination	<u>\$ 9,800</u>
Subtotal	\$ 72,950

Construction Support (Hourly, Est.)	\$ 124,300
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1. Labor

ENGINEER shall be reimbursed on the basis of negotiated fees for each item of service provided, as mutually agreed to by the ENGINEER and CITY; or labor of personnel employed by the ENGINEER will be reimbursed on an hourly basis in accordance with EXHIBIT 3, Standard Rate Schedule.

2. Direct Expenses

Direct Expenses such as printing, reproductions, automobile mileage, delivery/courier services, etc. will be reimbursed to the ENGINEER at his direct invoice expense PLUS 10%.

ATTACHMENT 'B'
ITEMIZED SCOPE OF SERVICES
2018 PARKING LOTS
CITY OF DENTON

BASIC SERVICES

PROJECT DESCRIPTION

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

The project generally consists of preparation of construction plans for reconstruction of selected City of Denton parking lots as outlined below and shown on the attached exhibits, along with an overall conceptual parking study of the Service Center on Texas Street. Each of the parking lots will be designed as separate projects, as will the Conceptual Parking Study at the Service Center. The schedule shows each project being developed individually.

City Hall East (Railroad St.)
Denia Recreation Center
Civic Center
McKinney Street
Service Center
North Parking
West Main Parking
West Boundary Parking
South of Texas Street Parking

More particularly, the scope of work is as described below. Services called for in the General Conditions that are not specifically identified below are not a part of the scope of this Agreement.

Assumptions and Clarifications

The following assumptions were used by the ENGINEER for the preparation of this scope of Basic Services:

- Construction plans will be prepared for public bidding, using the Invitation for Bid (IFB) process. It is assumed that as many as three separate bid packages will be issued (likely on for the Service Center and up to two for the other parking lots). Bid packages will include plans for necessary demolition, grading, paving, pedestrian elements including ramps, and landscaping and irrigation where appropriate. Construction plans will be complete and suitable for bidding and construction.
- Unless specifically designated otherwise, the parking lots will be prepared to comply with the Denton Development Code (DDC) to the degree possible with respect to landscaping and development requirements. We will conduct one or more informal coordination

meeting with selected staff from Development Services to assist us with DDC compliance. No formal submittals to Development Services are anticipated.

- It is assumed that the parking spaces and drive aisles in the existing parking lots (other than at the Service Center) are large enough to meet current City of Denton parking standards, or can continue to be used as they currently are. No reconfiguration of any of the parking lots outside the Service Center are anticipated.
- The ENGINEER will not prepare Traffic Control Plans. Criteria will be provided to the contractor identifying requirements of the Traffic Control Plan. The contractor will prepare and submit a Traffic Control Plan for review and approval by the City and the ENGINEER.
- Except as specifically included in the site specific considerations below, it is assumed that there will be no storm drain design for any of the parking lots. In addition, no drainage area maps will be prepared for any of the parking lots, except as specifically described below.
- No fire hydrants will be relocated or added at any of the parking lots.
- No platting will be a part of the scope of this agreement.
- In general, illumination will not be modified in the parking lots, except as specifically described below.
- The following task/services are specifically excluded from this scope of work, but could be added as additional services if needed:
 - Water or Waste Water Lines
 - Construction Staking
 - Materials Testing
 - Environmental Assessments
 - Perimeter Street Design
 - Fencing
 - Electrical or Fiber Utilities

Scope of Basic Services

More particularly, the scope of the work will consist of the following:

General Parking Lot Construction Plans & Bid Documents

1. Cover sheet.
2. General notes and typical sections.
3. Demolition plans will identify the limits of removals necessary for construction.
4. Parking lot layouts will be prepared depicting the dimensional control of the parking lot, along with striping, accessible routes, sidewalks, appurtenances and paving sections.
5. Grading plans will include spot elevations and proposed contours where necessary to show the required grading.
6. Traffic control and phasing criteria (traffic control plans to be submitted by contractor).
7. Detail sheets as appropriate.
8. Landscape plans will be prepared as necessary to meet DDC requirements.

9. Irrigation plans will be prepared for all new landscape areas. If irrigation already exists, we will work with the City to confirm that it functions properly, and modify where needed for the new landscaping.
10. Construction cost estimates will be prepared for each parking lot, based on the final design.
11. Bid documents, will consist of the bid proposal section and technical specifications. The bid package will include the parking lot improvements, along with any ancillary construction such as lighting, landscaping or irrigation.
12. TNP will submit plans to a Registered Accessibility Specialist for accessibility review where appropriate, in accordance with Texas Department of Licensing and Registration requirements.

Design Surveys

Perform a Topographic Design Survey for each of the parking lot areas identified herein. The limits of survey will include the entire parking lot for each of the project areas and will include extended areas as directed by the engineer. The survey will identify the topography (one foot contours), visible features and above ground improvements including buildings, fences, sidewalks, paved areas, pavement striping, utilities, landscaped areas and other pertinent features within the project area as necessary for engineering design. A minimum of two horizontal and vertical control points shall be established at strategic locations within or near each of the project areas for use during the design and construction phases. A base map representing the results of the Topographic Design Survey shall be prepared in AutoCAD Civil 3D format for in-house design purposes.

Site Specific Considerations

Denia Recreation Center

The Denia Recreation Center has an asphalt parking lot with approximately 51 spaces. Most of the curb is damaged and broken. The construction plans will include complete replacement of all the curbs and asphalt paving in the parking lot. Landscaped islands will be added to comply with the DDC requirements, as well as a concrete pad and enclosure for the dumpsters currently on the parking lot. Details for the construction of the dumpster enclosure will be included in the plans. The existing lighting will remain, and the existing layout will be duplicated so that the only parking spaces lost will be due to the dumpsters. The concrete portion of the lot, where the accessible spaces are located, will not be removed or modified. Drainage flows on the surface to the southwest corner of the parking lot and into the private drive along the west side of the park. No underground drainage will be needed, and no change in drainage quantity or character will be made. Plans will not be submitted to a Texas Accessibility Specialist for review for compliance with the Texas accessibility Standards.

Civic Center

The Civic Center parking lot has an asphalt parking lot with approximately 180 parking spaces. The scope includes the main parking lot as well as the drive aisles and parking that surrounds the area where the old County building once stood. This lot has landscaped islands with irrigation and lighting. No lighting changes are anticipated, but a number of the islands no longer have landscaping, so landscape plans will be prepared to

complete those islands. Portions of the parking within the limits of this project were improved when the County building was removed. Those areas will not be modified unless grades or drainage require such modifications. The parking lot layout will not be changed, even though the diagonal spaces do not appear to meet current City of Denton dimension criteria. Changing the parking layout to accommodate current parking space standards will require a total redesign of the parking lot, and a contract amendment. In addition, there is no available space to accommodate current City of Denton parking lot screening requirements. We will attempt to make modifications to portions of the layout (for example, adding isolated islands) to meet the intent of the DDC in that respect, but no retaining wall design is included in the scope of the agreement. Drainage in the main lot generally surface flows to an inlet at the northeast corner of the parking lot. No drainage changes are anticipated. A phasing plan will be prepared so that construction can be carried out while retaining some parking availability during construction. Plans will be submitted to a Texas Accessibility Specialist for review for compliance with the Texas Accessibility Standards.

City Hall East (Railroad St.)

This parking lot has asphalt paving, and contains approximately 119 parking spaces. It does not comply with the DDC landscaping requirements, as it has insufficient landscaped islands and no parking lot trees or parking lot screening. The existing drive aisle is quite wide, and will be narrowed to meet the parking lot standards and to provide room for a sidewalk along the west side of Railroad Street as well as the required screening. It appears there will be room to accommodate those requirements, though it will require a short retaining wall along the right-of-way line. Both boundary and topographic design survey have already been completed by TNP under a separate contract. Adding landscaped islands will result in the loss of approximately 10 parking spaces. Accessible spaces will not be added, but instead the number of accessible spaces across Railroad Street, closer to City Hall East, will be added as needed. A total of five accessible spaces will be required. To avoid allowing the parking lot runoff to drain across the sidewalk, inlets will be needed to capture that flow. It appears that the most feasible approach will be to connect these inlets to the storm drain that runs just to the north of City Hall East to East Oak Street. Unfortunately, the capacity of that system is unknown at this time, though the parking lot improvements will not increase the runoff in any way. The scope of the design of this parking lot includes the necessary retaining wall and details, drainage system in the parking lot to tie to the existing storm drain at Railroad Street, and the necessary landscaping and irrigation to meet DDC requirements. While there is existing high mast lighting on the parking lot, additional pedestrian level lighting will be added along Railroad Street. Plans will not be submitted to a Texas Accessibility Specialist for review for compliance with the Texas Accessibility Standards.

Service Center Conceptual Parking Study

Prior to preparing construction plans for the various parking lots at the Service Center, TNP will conduct a conceptual parking study of the entire Service Center facility (see the attached exhibit for the limits of the study). This study will take into account current plans to relocate some of the operations from this facility to another City facility. It will also involve interviews with City department heads, including operations staff at the facility, to identify needed space and optimal traffic flow. The City will provide information regarding the needed size of parking spaces for construction equipment, along with information regarding work flow and how the facility can be best used. Auto-Turn will be used to ensure that truck movements are adequately accounted for. This conceptual plan will be a

high-level look at the facility, and will result in large (42"x36") site maps of the entire facility depicting proposed traffic flow and parking modifications. The site map will be based on an aerial photo, to be taken using drone aerial photography, generating an aerial photograph with 1" pixel resolution. Visitor parking will be addressed, along with wayfinding signs and markings to guide visitors to appropriate parking and entries. This facility does not currently comply with DDC parking and landscaping standards. We recommend that these guidelines be followed for the parking lots designated for employee and visitor parking, but not necessarily for those areas designated for heavy construction equipment. Once the site layout is approved by City staff, design of the specific parking lots can proceed.

Service Center - North Parking

This asphalt lot on the north side of the Service Center, at the entrance from Willis Street, is primarily for employee parking, and has approximately 119 spaces. This lot has some lighting, and no landscaped islands. Runoff is across the surface and primarily through the Service Center site, though there appears to be a pair of storm drain lines that traverse this parking lot and the remainder of the Service Center to convey off-site flows through the property. The lot is irregularly shaped, resulting in some loss of efficiency, and one of the drive aisles is the primary access to a large lot for parking heavy construction equipment. It may be possible to reconfigure this parking lot to improve efficiency, but the placement of landscaped islands will likely result in a loss of eight to ten parking spaces. Since the parking lot is generally full to capacity, the possibility of expanding the parking lot should be considered. The access drive to the heavy equipment parking area should be paved with concrete or a thicker asphalt pavement section than the rest of the parking lot. The scope of work in the improvements to this parking lot will include the parking lot itself, along with landscaped islands and drainage inlets, if appropriate. The entry drive along the west side of this lot will be addressed as part of the West Boundary Parking area. Because this entrance is the main entrance to the entire Service Center, wayfinding signage will be added to direct traffic entering the site. Plans will be submitted to a Texas Accessibility Specialist for review for compliance with the Texas Accessibility Standards. This accessibility submittal will include all the parking lots in the Service Center that are reconstructed as part of this agreement.

Service Center - West Main Parking

This asphalt parking lot is situated on the west side of the main building and is primarily equipment parking, containing approximately 72 parking spaces. This area also serves as overflow visitor parking. Much of the parking consists of oversized spaces to accommodate trailers and other equipment. Discussions with operations staff during the Conceptual Parking Study will aid in the assessment of the parking layout. Because this parking is primarily equipment parking, consideration should be given to a heavier pavement section. Landscaped islands are not recommended for this parking lot because of its use for equipment parking. Raised islands will introduce barriers to equipment movement, canopy will interfere with large equipment, and the irrigation necessary, coupled with the heavier equipment, will hasten the deterioration of the pavement. It may be possible to add some landscaping and trees to the perimeter of this parking lot to add screening, particularly along the west edge of this parking lot. All drainage will continue to flow on the surface to the watercourse along the west side of the parking lot.

Service Center - West Boundary Parking

This parking area runs along the northwest side of the Service Center facility, parallel to and adjacent to the railroad. It includes some limited employee and light truck parking,

and serves as the main entry drive into the Service Center. Due to the traffic on this entry drive, consideration should be given to concrete pavement or a heavier asphalt pavement. All drainage on this lot flows across the surface, eventually to the watercourse that traverses the west side of the Service Center site. No changes are anticipated in the drainage in this area. There are trees already growing all along the property line adjacent to the railroad. No additional plantings are anticipated in this area. No additional lighting is anticipated, unless the need for more lighting comes out of the Conceptual Parking Study.

Service Center - South of Texas Street Parking

This asphalt parking lot along the east side of the Fleet Maintenance facility on the south side of Texas Street contains approximately 94 parking spaces. It supports primarily employee parking, and also serves as the entrance to the Police Department impound yard. It is situated in the old Crawford Road right-of-way. The lot is lighted, but there are no landscape islands. Given the isolated location of this parking lot and the existing natural screening to the east, no landscaping is anticipated for this parking lot. Runoff appears to be conveyed overland from north to south, discharging off the property. No changes to the drainage are anticipated. The scope of the work on this parking lot consists of the parking improvements and landscaped islands. No lighting or storm drain improvements are a part of this project.

Geotechnical Investigation

Borings will be taken as needed to verify thickness of existing materials and to identify subgrade soils and strata to support subgrade recommendations at the various sites. A total of twenty-five borings are assumed to a depth of five feet using a truck-mounted drilling rig. Samples will be collected and tested, and the holes backfilled. Tests will include the following:

1. Moisture content
2. Atterberg limits
3. Percent passing No. 200 sieve
4. Soluble Sulfates

An engineering report will be prepared outlining the results of the tests, along with pavement subgrade recommendations. The boring locations will be as identified by the Engineer, and will be sampled at all the parking lots identified in this scope of work at one time. This item will be considered an allowance, and will be billed at time and materials, up to but not exceeding the amount shown on Attachment A.

Bid Support

1. ENGINEER will provide to the CITY a Notice to Bidders for advertisement for each individual project for bid. Bid support is shown in Attachment A for each parking lot as though it would be bid separately. If multiple parking lots are combined into a single bid package, only one instance of bid support will be needed. The CITY shall bear the cost of advertisement. Electronic bid documents will be provided in pdf format, no hard copy plans for bidding purposes will be provided. Additional sets of plans required will be considered Additional Services and will be paid for by the CITY at commercial printing rates. The CITY shall be responsible for dispersing all plans and specifications from its purchasing department to prospective bidders.
2. ENGINEER will provide technical support to the CITY during the Bidding & Contract Award phase by responding to bidder and CITY questions, attending a Pre-Bid meeting (if needed), reviewing the bids, reviewing bidder qualifications and references, and making a

recommendation of award to the CITY. ENGINEER will prepare necessary addenda during the bidding phase for distribution by the City of Denton Purchasing Department.

3. Bid support will be provided as requested by the City, on an hourly basis.

ADDITIONAL SERVICES

The Additional Services shown below are not a part of the Basic Services, nor are they a part of the total contract amount for this contract. They may be added at the request of the City as a contract amendment. If they are not added to the contract within twelve months they will be subject to a reevaluation of the proposed fee.

McKinney Street Parking Lot

This parking lot is situated on E. McKinney Street across from City Hall. It is the former site of the Denton County Tax Office, and is surfaced with asphalt in a few locations and asphalt millings in the remainder. There are wheel stops to delineate parking spaces. There are no actual landscaped islands, though there are several large trees scattered throughout the parking area. There are no drainage features such as inlets or storm drain. The lot does have illumination, but we recommend new lighting similar to that at the new Cedar Street parking lot. This parking lot will need to be evaluated and reconfigured to provide the maximum parking spaces, while meeting the City of Denton DDC requirements for landscaping and buffers. The design of this parking lot will begin with a site layout and discussions with the Development Services Department to ensure DDC compliance. Because this is a new parking lot, not a reconstruction, a drainage area map will be prepared to evaluate drainage patterns and identify needed infrastructure. For the most part, runoff would surface flow to McKinney Street and Oak Street. There is a curb inlet in McKinney near the site, but the capacity of that system will need to be evaluated. It is assumed for this agreement that no off-site storm drain improvements will be designed. Landscape islands and parking lot buffers will be included as required. Preserving the existing trees will be attempted. Plans will be submitted to a Texas Accessibility Specialist for review for compliance with the Texas Accessibility Standards.

Construction Support

1. TNP will attend the Pre-Construction meeting to answer questions and assist City staff.
2. TNP will review any necessary shop drawings and submittals.
3. TNP will assist the City staff as requested with issues that arise during construction.
4. TNP will provide limited construction inspection during the construction of the projects, consisting of an average of up to 10 hours per week during construction of the various sites to observe progress and ensure compliance with the construction plans. This should not be considered detailed daily construction inspection and project oversight.
5. TNP will review monthly pay requests from the Contractor for accuracy and for consistency with the status of the work, and will provide a recommendation of payment to the City for those pay requests.
6. All construction support services will be provided at hourly rates, at the request of City staff.

ITEMS TO BE PROVIDED BY CITY TO THE ENGINEER

The CITY or the CITY's designee will provide or make available to, or assist the ENGINEER in obtaining the following services, information and materials upon request:

1. Available past studies, drainage reports, and mapping relative to the project.
2. GIS shape files that include layers such as streets, buildings and existing utilities as requested.
3. Applicable standard City of Denton details.

PROJECT SCHEDULE

The attached schedule represents the time needed to complete the necessary surveying and prepare construction plans and bid documents. Once the project is underway, we can work with the various City departments (particularly Parks Department) to identify the best times to bid the projects in light of anticipated uses (such as sports schedules, etc.). **This schedule assumes that the Notice to Proceed is issued on or before May 7, 2018.** It has been assumed for this schedule that all of the Service Center parking lots plans will be developed together, though they will be done in a way that they could be bid separately if so desired. The schedule allows for a one-week City staff review of preliminary plans for each parking lot.

This schedule assumes an orderly progression of the ENGINEER's services. Delays beyond the control of the ENGINEER may be cause for extension of this period of service.

If CITY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

City of Denton 2018 Parking Lots

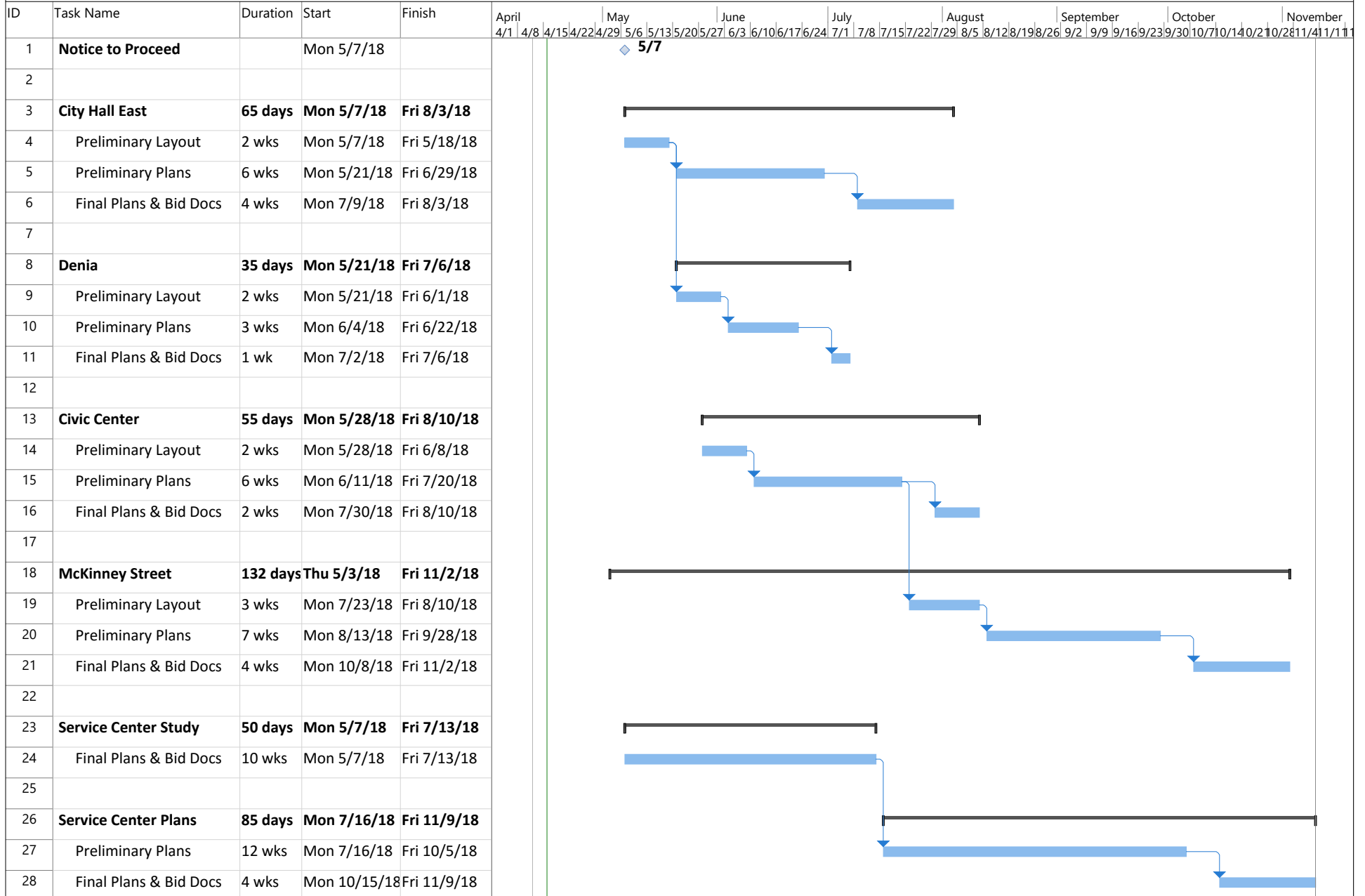


Exhibit c
House Bill 89 - Government Code 2270
VERIFICATION

I, Gary L Vickery, the undersigned representative of Teague Nall and Perkins, Inc Company or Business name (hereafter referred to as company), being **an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Denton.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Gary L Vickery

Name of Company Representative (Print)

DocuSigned by:
Gary L Vickery
76635A0926E04B7...

Signature of Company Representative

4/30/2018

Date

4/30/2018

Date

Certificate Of Completion

Envelope Id: D951AAA39BB74037A375540861B4B18A

Status: Sent

Subject: City Council Docusign Item - 6581 Parking Lot Design

Source Envelope:

Document Pages: 32

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jamie Cogdell

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Jamie.Cogdell@cityofdenton.com

IP Address: 129.120.6.150

Record Tracking

Status: Original

Holder: Jamie Cogdell

Location: DocuSign

4/30/2018 2:36:51 PM

Jamie.Cogdell@cityofdenton.com

Signer Events

Signature

Timestamp

Jamie Cogdell

Completed

Sent: 4/30/2018 2:43:56 PM

jamie.cogdell@cityofdenton.com

Viewed: 4/30/2018 2:44:08 PM

Senior Buyer

Signed: 4/30/2018 2:45:16 PM

City Of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gary L Vickery

DocuSigned by:
Gary L Vickery
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Sent: 4/30/2018 2:45:19 PM

gvickery@tnpinc.com

Viewed: 4/30/2018 2:46:36 PM

Principal

Signed: 4/30/2018 2:48:42 PM

Teague Nall and Perkins, Inc.

Using IP Address: 71.123.192.18

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Larry Collister

DocuSigned by:
Larry Collister
38A6D90FD93B4AB...

Sent: 4/30/2018 2:48:45 PM

larry.collister@cityofdenton.com

Resent: 5/1/2018 11:39:51 AM

First Assistant City Attorney

Resent: 5/1/2018 5:59:20 PM

City of Denton

Resent: 5/3/2018 7:52:08 AM

Security Level: Email, Account Authentication (None)

Viewed: 5/4/2018 8:32:37 AM

Signed: 5/4/2018 8:32:39 AM

Electronic Record and Signature Disclosure:

Accepted: 9/26/2017 2:27:28 PM

ID: 01f5f868-f109-4e29-ad49-21db9046c882

Tabitha Millsop

Sent: 5/4/2018 8:32:41 AM

tabitha.millsop@cityofdenton.com

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman

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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 7/25/2017 11:02:14 AM

ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21

Signer Events	Signature	Timestamp
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Jennifer Walters
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Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Person Signer Events	Signature	Timestamp
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Editor Deliver Events	Status	Timestamp
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Agent Deliver Events	Status	Timestamp
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Intermediar Deliver Events	Status	Timestamp
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Certified Deliver Events	Status	Timestamp
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Carbon Cop Events	Status	Timestamp
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City of Denton
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Electronic Record and Signature Disclosure:
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Sent: 4/30/2018 2:48:45 PM

Jane Richardson
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Electronic Record and Signature Disclosure:
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Jane Richardson
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Mario Canizares
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Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Notar Events	Signature	Timestamp
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Envelope Summar Events	Status	Timestamps
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Envelope Sent

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5/4/2018 8:32:41 AM

Document Events	Status	Timestamps
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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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