

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Professional Services Contract
with Garver, LLC

THIS CONTRACT is entered into on this 6th day of December, 2016, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as "City"), acting by and through its City Manager or his designee, and Garver, LLC ("hereinafter referred to as "Consultant") whose address is 3010 Gaylord Parkway, Suite 190, Frisco, TX 75034.

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for the design of Part A - Alley Replacements 2016-1 located in miscellaneous areas of the city; and Part B - Palo Alto Phase 2 streets (Palo Alto, William, Kathy and Jeanette Way from Denton Dr. to 1119 Jeanette Way); and

WHEREAS, Consultant is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

Consultant will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

Consultant shall perform such services as are necessary to prepare plans and specifications for paving improvements to Old Denton Road Improvements between Frankford Road and Rosemeade Parkway specifically including, but not necessarily

limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Five Thousand One Hundred Forty-Three and No/100 Dollars (\$205,143.00). This total payment for services includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

Consultant will bill City on a percent complete basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month Consultant will submit to City an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice City shall make monthly payments in the amount shown by Consultant's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event City shall pay Consultant equitable compensation for such services. In any event, when Consultant is directed to revise or expand the scope of services under this Section of the Contract, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Contract, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by Consultant that any compensation not specified in Paragraph III herein above may require Carrollton City Council approval and is subject to the current budget year limitations.

V.
Term

This Contract shall begin on the date first written above, and shall terminate when City has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

This Contract may be terminated at any time by City for any cause by providing Consultant thirty (30) days written notice of such termination. Upon receipt of such notice, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance Requirements

- A. Before commencing work, Consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City of Carrollton Engineering Director certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be provided to the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.
- NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.
- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of Carrollton, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 - 3.. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

IX.

Right to Inspect Records

Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Contract. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

City and Consultant each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-consultants.

XII.
INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the City shall have the right to approve counsel to be retained by Consultant in fulfilling its obligation to defend and indemnify the City. Consultant shall retain approved counsel for the City within seven (7) business days after receiving written notice from the City that it is invoking its right to indemnification under this Contract. If Consultant does not retain counsel for the City within the required time, then the City shall have the right to retain counsel and the Consultant shall pay these attorneys' fees and expenses. The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

XIII.

Independent Contractor

Consultant's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of City in the performance of this Contract. No term or provision of or act of Consultant or City under this Contract shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

XIV.

Default

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Consultant's nonperformance under this Contract, the cost to City to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. Consultant's liability under this provision shall be limited to the total dollar amount of this Contract.

City's remedies for Consultant's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at City's sole exclusive choice:

- (a) Specific performance of the Contract;

- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by Consultant pursuant to this Contract will be conducted by employees, associates or subcontractors of Consultant.

XVII. Confidential Information

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Carrollton, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services,

methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this Contract to be mailed to City shall be sent to the address of City's agent as follows, unless and until Consultant is otherwise notified:

Thomas S. Geier, P.E.
City of Carrollton
Post Office Box 10535
Carrollton, Texas 75011

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

Quinn G. Spann, Jr., P.E.
Garver, LLC
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Applicable Law

The Contract is entered into subject to the Carrollton City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Carrollton, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF CARROLLTON

By: _____
Marc Guy
Assistant City Manager

Date Signed: _____

ATTEST:

Laurie Garber
City Secretary


APPROVED AS TO FORM:

Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT

Cesar J. Molina, Jr., P.E.
Director of Engineering

Garver, LLC
(Consultant's Name)

By:  _____
Name: _____ Frank O. McIlwain
Title: _____ Vice President
Date Signed: 11/9/16

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 9th day of, November, 2016 by Frank O. McIlwain in his capacity as Vice President of Garver, a Limited Liability Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Garver, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF NOVEMBER, 2016.



Heather Wootton

Notary Public Collin County, Texas
My commission expires 6/20/2017

Attachment "A"

Scope of Work

1. CONSULTANT shall prepare engineering plans, details, specifications and opinion of probable cost for the following:

Part A - Alley Replacements 2016-1

ALLEY	FROM	TO	LENGTH
RANCHVIEW #2	KIMBERLY DR	RANCHVIEW #1	846
LUAllen #1	RALEIGH DR	BRIGHTON DR	944
ST JAMES	STANDRIDGE DR	660 FT	659
ST JAMES	STANDRIDGE DR	DELAford DR	1,138
DELAford #3	DELAford DR	ST JAMES	298
DELAford #5	DELAford CT	ST JAMES	318
BRIGHTON DR	DELAford DR	STANDRIDGE DR	1,095
MAYFLOWER	STANDRIDGE DR	DELAford DR	1,102
PETERS COLONY#3	DELAford DR	STANDRIDGE DR	1,121
CUTLER PL	PETERS COLONY R	PETERS COLONY 3	430
DELAford #6	PETERS COLONY 3	PETERS COLONY R	456
CHAMBERLAIN #3	CEMETERy HILL	JOSEY	1,407
			9,814

Part B - Palo Alto Phase 2 streets (Palo Alto, William, Kathy, Homer, and Jeanette Way from Denton Dr. to 1119 Jeanette Way)

This scope of services includes preparation of plans, specifications and estimates for pavement and alley reconstruction as listed in Part A and Part B above. The plans shall consist of constructing approximately 13,000 square yards of alley pavement and 10,000 square yards of street pavement, 2,400 linear feet of water and 3,700 linear feet of sewer line improvements. Drainage analysis will only consist of a Drainage Area Map (no pipe analysis).

2. SCOPE OF BASIC SERVICES:

A. PRELIMINARY DESIGN (Part A)

1. Plot existing topographic features including pavement & utilities on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
2. Provide horizontal and vertical control per the City's guidelines.
3. Prepare plan and profile drawings for alleys showing existing and proposed alley invert.
4. Provide typical alley sections.
5. Prepare Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the City.)

6. Show approximate lot line information based on Dallas County Tax records. All of the exact lot corners will not be field verified or located by the surveyor. (Alley survey is being provided by the City under a separate contract and provided to Garver.)
7. Submit two sets of preliminary construction plans (11" x 17") at 65% and 95% for City staff review and comments.
8. Alley cross sections on 10-foot intervals and center of all drives. These cross sections are for informational only and not part of the construction documents.
9. Provide City standard details with 95% preliminary design.
10. Prepare opinion of probable cost based on 95% preliminary design.
11. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
12. Maintain contact with the City personnel during the project design.

B. PRELIMINARY DESIGN (Part B)

1. Plot existing topographic features including pavement & utilities on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
2. Show approximate lot line information based on Denton County Tax records. All of the exact lot corners will not be field verified or located by the surveyor.
3. Provide horizontal and vertical control per the City's guidelines.
4. Prepare plan and profile drawings for streets showing existing ground at the ROW and proposed top of curbs.
5. Roadway cross sections on 50-foot intervals, center of all streets and center of all drives.
6. Provide typical roadway sections.
7. Provide waterline and sewer overall layout map.
8. Prepare plan view drawings for water line replacement.
9. Prepare plan and profile drawings for sewer line replacement.
10. Develop construction phasing, sequence of work, and traffic control plan for 65% and 95% submittals.
11. Prepare Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the City.)
12. Provide City standard details with 95% preliminary design.
13. Submit two sets of preliminary construction plans (11" x 17") at 65% and 95% for City staff review and comments.
14. Prepare opinion of probable cost based on 95% preliminary design.
15. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
16. Maintain contact with the City personnel during the project design.

C. FINAL DESIGN (Part A and Part B)

1. Incorporate City's 95% review comments into final design

2. Develop any necessary additional design details.
3. Develop final quantities and prepare summary sheets. Determine opinion of probable cost estimate based on final design.
4. Review standard City specifications and review the description of each bid item, and prepare any new ones, for inclusion into the Special Specifications.
5. Submit one set of final construction plans (11" x 17"), specifications, quantities and opinion of costs to City staff for final review.
6. Incorporate City review comments of final design.
7. Submit final signed and sealed plans (11" x 17") and specifications to the City.

D. BIDDING PHASE (Part A and Part B)

1. Provide paper set of plans (11" x 17") and specifications to the City for bidding. The City will be responsible for making and distributing all necessary copies of bid documents for bidding purposes.
2. Attend pre-bid conference.
3. Provide answers to questions that may arise in prebid meeting for city prepared Addendums, if needed.

E. CONSTRUCTION PHASE (Part A and Part B)

1. Attend the Pre-construction meeting at the City offices
2. Provide responses to requests for information (RFI) or clarification to the City or contractor.
3. Provide one electronic tif file to City from marked up plans.

3. SPECIAL SERVICES:

Survey for Design (Part B only):

Garver proposes to provide survey services for the design of the project.

- Jeanette Way - from Denton Drive to 150' east of 1119 Jeanette Way. 150' north and south of Jeanette Way along Denton Drive.
- The inlets in the low point of Jeanette Way east of 1119.
- Palo Alto from Jeanette Way to Kathy Drive.
- Kathy Drive from Palo Alto to Homer.
- Homer from Kathy to Keller Springs. (150' east and west of Homer along Keller Springs.
- 20' beyond the apparent ROW or to adjacent to screen walls or parking lot and alley pavement edges.
- Surveyor will topo Storm/Sanitary manholes and flowlines; water valve operating nuts; overhead electric lines and guy wires; longitudinal joints in the driveway pavement outside the ROW.
- Pavement crosses section spaced at 50'
- Make a reasonable effort to request DIGTESS/811 to completely mark underground utilities.
- Surveyor will utilize City of Carrollton GPS monument.

4. ADDITIONAL SERVICES: If requested by the City, Garver will provide the following services on an hourly basis:

- A. Topographic Survey for the Alleys (City to provide from another surveyor.)
- B. Geotechnical services
- C. Subsurface Utility Engineering
- D. Roadway pavement design or subgrade recommendations.
- E. Right-of-way or easement parcel descriptions and exhibits.
- F. Resetting disturbed control points for construction
- G. Locating utilities not marked by DIGTESS
- H. Opening City manholes or water vaults (DWU) that are bolted shut
- I. Providing survey control or ROW monuments other than iron rods
- J. Detailed construction staking.
- K. Storm sewer TV work
- L. Signal design or pull box/ wiring relocation
- M. Landscaping/Irrigation design.
- N. Full time construction inspection.
- O. Storm sewer design.
- P. Internal inspection of sanitary sewer lines.
- Q. Trench excavation safety plan.
- R. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
- S. Prepare Change Orders or Addendums (unless to correct error on plans)
- T. Utility Locate Service
- U. Structural design
- V. HEC II & Hydraulic Studies
- W. Public Meetings
- X. Deed Research
- Y. Environmental investigation
- Z. Title searches, boundary surveys, or property surveys
- AA. Services in connection with condemnation hearings
- BB. On-Site safety
- CC. SWP3 - Review fees, NOI, NOT, & BMP's inspection during construction

5. CITY'S RESPONSIBILITY. The CITY will provide information regarding objectives and requirements for the Project. CITY to furnish copies of existing plans, plats and property ownership information in concerned areas at no cost to the UNDERSIGNED.

The CITY will designate a single representative to act in its behalf, with respect to the Project who shall examine documents submitted by the UNDERSIGNED and, to the extent allowed by law, shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the UNDERSIGNED'S services.

- A. All of the City's plat, easement and construction plan files will be made available for use. City will provide copies at no cost. If easement information is not available within the City, the City will obtain that information from Denton County.
 - B. Access to all City manholes and clean-outs, access to all City right-of-way and easements. If manhole lids are bolted down the UNDERSIGNED will contact the City's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
 - C. The City's Utility Operations Department will do the excavation for locating existing water and sewer for horizontal and vertical ties. The City's Street and Drainage Department will do the excavation for the existing storm drain lines. The UNDERSIGNED will provide a preliminary plan sheet showing the location where excavation is required and contact the City to schedule a time when the work can be done.
 - D. If public meetings are necessary the City will take the steps required to notify the residents.
 - E. Storm drainage ordinance, manuals and intensity curves.
 - F. Current standard construction details.
 - G. City will distribute construction documents.
 - H. Electronic survey files of the proposed alley to be designed.
6. **TIME FOR COMPLETION.** UNDERSIGNED agrees to complete and submit plans and specifications within 365 calendar days, unless the city decides to delay the project, from the date of written Notice to Proceed from CITY to UNDERSIGNED.
7. **REVISIONS TO FINAL PLANS.** After acceptance of the final plans and special provisions by CITY, UNDERSIGNED agrees, prior to and during the construction of this Project, to perform such design services as may be required by CITY to correct errors or omissions on the original plans prepared by UNDERSIGNED and to change the original design as required by such error or omissions.
8. UNDERSIGNED agrees that CITY may review any and all work performed by UNDERSIGNED on this project.
9. Upon completion of the Design Phase, UNDERSIGNED agrees to perform any re-design required as a result of UNDERSIGNED'S failure to accurately locate any underground

utility, that has been exposed in the field by Franchised Utilities and located by field survey, overhead utility or structure, or failure to adequately provide drainage or access for the adjacent property along this project from information that has been supplied to the UNDERSIGNED by the CITY or the utility companies at no additional compensation.

Re-design for the convenience of the City of Carrollton shall be in writing, and shall be at additional compensation for UNDERSIGNED. Any additional compensation shall be as negotiated between UNDERSIGNED and CITY and agreed upon in a separate of supplemented contract after authorization of the City Council of the City of Carrollton.

END OF ATTACHMENT "A"

Attachment "B"
COMPENSATION

1. CONSULTANT will accomplish the work outlined in the tasks presented in Exhibit "A" if this Agreement as shown below:

- A. Basic Services: Compensation to CONSULTANT for the Basic Services described in Exhibit "A" shall be the lump sum of \$193,873.00 as outlined below:

	<u>Part "A"-Alley</u>	<u>Part "B" – Palo Alto</u>
Preliminary	\$51,519.00	\$67,620.00
Final Design	\$27,450.00	\$33,386.00
Bidding Services	\$ 2,254.00	\$ 2,254.00
Constr. Phase Serv.	\$ 4,670.00	\$ 4,720.00

- B. Special Services: Compensation to CONSULTANT for the Special Services described in Exhibit "A" for Part "B" – Palo Alto shall be on the basis listed below at a total maximum amount of \$11,270.00.

A. Topographic Survey (Lump Sum).....\$ 11,270.00

Total Not To Exceed \$205,143.00

If CONSULTANT determines that the fee will exceed the estimate, CONSULTANT will notify the OWNER for authorization to proceed.

2. The CONSULTANT'S Fee for Basic and Special Services shall provide compensation for all design work, drafting work, printing of review documents for the CITY, computations and all other work required for the design of this Project.
4. UNDERSIGNED will invoice the CITY for the value of partially completed services, according to the services accomplished each month on a percent complete basis for Phase I, in the overall project with Phases II, III and IV based on actual expenses, with the not too exceed amount as described above. Payments on account shall be made monthly within thirty (30) days of invoice. All invoices shall be submitted in a format provided by the City and shall be accompanied by a status report on all completed work.

All other services will be considered as supplementary services, performed at the request of the CITY and billed as defined below.

5. Agreement extends only to those services specifically described herein. If, upon the request of the CITY, UNDERSIGNED agrees to perform additional services ("Supplementary Services") hereunder, the CITY shall pay UNDERSIGNED for the performance of such Supplementary Services an amount (in addition to all other

amounts payable under this Agreement) equivalent to (i) the hours expended by personnel for additional services multiplied by the then current hourly rates, plus (ii) the reimbursable expenses The undertaking of UNDERSIGNED to perform professional services under this ("Reimbursable Expenses") so incurred by UNDERSIGNED in providing such services, multiplied by a factor of 1.15. UNDERSIGNED agrees to submit a written opinion of probable costs for additional services. The CITY is only liable to pay for said services after agreeing in writing to pay the cost submitted in the opinion.

END OF ATTACHMENT "B"