

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS & NEWNAM, INC., FOR ENGINEERING SERVICES OF THE ROBSON WEST LIFT STATION FOR THE WATER UTILITIES DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8213-008 – PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AWARDED TO LOCKWOOD, ANDREWS & NEWNAM, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$2,545,098.00).

WHEREAS, on March 5, 2024, the City Council approved a pre-qualified engineer list for the Water and Wastewater Utilities Department (Ordinance 24-390), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function [Water and sewer service]; and

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Lockwood, Andrews & Newnam, Inc., for engineering services of the Robson West Lift Station for the Water Utilities Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

PSA	8213-008
File Name	Robson West Lift Station
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY" or "OWNER"), and Lockwood, Andrews & Newnam, Inc., with its corporate office at 3700 W. Sam Houston Pkwy., South, Ste. 400, Houston, TX 77042 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Robson West Lift Station, Force Main & Gravity Mains (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$2,545,098 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of ENGINEER's services under this Agreement: and

- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or

responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials,

or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5

Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents. Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of the ENGINEER, including but not limited to any computer software, tools, systems, equipment or other information used by ENGINEER or its lower tier consultants, if any, in delivering the services hereunder, and any know-how, methodologies, or processes used by ENGINEER to provide the services to the City, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of the ENGINEER or its lower tier consultants.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

In no event shall either Party be liable to the other Party for loss of profits, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION,**

WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

R. 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 a 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/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the 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.

S. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of

this AGREEMENT:

Attachment A - Scope of Services and Project Schedule

Attachment B - Compensation

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

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.

Duly executed by each party's designated representative to be effective on

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
LOCKWOOD, ANDREWS & NEWNAM
INC.

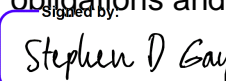
DocuSigned by:

6CCE404BC62D4F6...
Vice President

Authorized Agent, Title

Full Name: Justin Reeves

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Signed by:

FEB48BB9726E4A9...

Signature

General Manager

Title

Water Utilities and Street Operations

Department


Date Signed: _____

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:

BY: ZA936B08B5D7485...



Scope of Services

Robson West Lift Station, Force Main & Gravity Mains (Project)

Lockwood, Andrews & Newnam, Inc.

The Scope of Services set forth herein defines the work to be performed by Lockwood, Andrews & Newnam, Inc. (ENGINEER) for the Project. Both the City of Denton (OWNER) and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. It is assumed that the OWNER will fund construction of this Project. The Project is generally shown in the exhibit attached to this scope of services.

Services include preliminary engineering (including alignment selection), ROW acquisitions, permitting, final design, bidding, and construction services for the 13MGD Robson West Lift Station to be located west of the existing Robson WRP; for an approximately 2-mile single or dual force main and an approximately 1.3-mile gravity main across a corridor of generally from the Robson West Lift Station eastward along Robson Crossing ROW to the OWNER's future Roark Branch Interceptor in Denton, Texas.

ENGINEER will independently contract with sub-consultants as appropriate/necessary to provide the services outlined below.

BASIC SERVICES

1.0 Project Management

1.1 Managing the Team

1.1.1 Project Planning: Develop project work plan and detailed resource plan.

1.1.2 Team Management: Lead, manage and direct design team activities. Communicate internally among team members and sub consultants. Task, schedule and allocate team resources.

1.1.3 Quality Assurance: Ensure quality control is practiced in performance of the work by both the design team and sub-consultants.

1.2 Communications and Reporting

1.2.1 Pre-Design Kickoff Meeting: Attend a pre-design project kickoff meeting or conference call with OWNER staff to confirm and clarify scope and to understand OWNER objectives and Project requirements. It is assumed that the OWNER will ensure that appropriate personnel from the engineering, inspection, and/or operations departments are present at the pre-design kickoff meeting.

1.2.2 OWNER Meetings: ENGINEER will arrange for and participate in meetings or conference calls with OWNER throughout the design phase with a formal discussion to exchange ideas, make critical decisions, or discuss preferences with operations staff. These meetings are generally intended to be conducted during the corridor study and alignment study. In addition to the formal meetings, ENGINEER will arrange for informal regular status update meetings (via conference call) with the OWNER's project manager on a bi-weekly basis.

1.2.3 Developer Coordination Meetings: Conduct coordination meetings or conference



calls with Robson Ranch, Hunter Ranch, and Cole Ranch (both formal and informal) to discuss alignments and easement acquisition of proposed pipeline. These meetings are generally intended to be conducted at project onset, during the alignment study, and during easement acquisition.

- 1.2.4 Permitting Entity Coordination Meetings: Conduct coordination meetings or conference calls with the permitting entities to determine permit constraints for the selected alignment and necessary variances. The anticipated meetings include meetings with TCEQ.

1.2.5 Utility Coordination

- 1.2.5.1 ENGINEER will prepare and maintain an updated utility contact list and will coordinate with the Utility Owners to provide the latest updates which include plans, exhibits, schedules and ROW information as necessary. ENGINEER will also work with the Utility Owners and the design team to plan for any test holes needed to verify utility horizontal or vertical alignments.

- 1.2.5.2 ENGINEER will hold utility meetings as needed, assuming there will be 2 group meetings with the utility owners and the design team.

- 1.2.6 Monthly Invoices: Prepare invoices and submit monthly.

- 1.2.7 Monthly Progress Reports: Prepare monthly progress reports through all phases of design.

- 1.2.8 Project Schedule: Prepare and submit a baseline Project Schedule at project kick-off and a Project Schedule updates with each invoice (approximately monthly).

- 1.3 Right-of-Entry: ENGINEER will prepare a list of landowners based on deed research ENGINEER understands that the OWNER may have contacts with the property owners on the Project, and ENGINEER will attempt direct contact with those contacts. If access cannot be obtained, then OWNER will be asked for assistance in obtaining rights-of-entry.

1.4 Funding Assistance

- 1.4.1 ENGINEER will assist OWNER in preparing applications and supporting documents for governmental grants, loans, or planning advances and providing data for detailed applications. It is anticipated that OWNER will pursue WIFIA and CWSRF funding.

1.5 Deliverables

- 1.5.1 Monthly milestone schedule updates
- 1.5.2 Pre-Design Kickoff Meeting Minutes
- 1.5.3 Owner Progress Meeting Minutes
- 1.5.4 Developer Coordination Meeting Minutes
- 1.5.5 Permitting Entity Coordination Meeting Minutes
- 1.5.6 Property Owner Meeting Minutes
- 1.5.7 Monthly Invoices



1.5.8 Monthly Progress Reports

1.5.9 Project Schedule and Updates

2.0 Lift Station

2.1 Preliminary Design (30%)

Preliminary Design shall be initiated after the Pre-Design Kickoff Meeting. The Preliminary Design shall be submitted to OWNER per the approved Project Schedule. Preliminary Design is intended to develop design concepts for OWNER review and comment or consent. During Preliminary Design, ENGINEER will advance the lift station design sufficient to include long lead-time items in a prepurchase package for OWNER procurement (see Bid Phase). ENGINEER will develop the preliminary design based on detailed tasks described herein.

2.1.1 Document Review: Review historical documents, property documents and other available documents to identify existing conditions, property status, and current/projected flows for the facility. Obtain and review analogous LS operational data from the OWNER.

2.1.2 Kickoff Meeting: Attend a project kick-off meeting with the City. Review findings and recommendations of aforementioned documentation, and discuss key design decisions, desired operational features, any additional items to be examined and/or considered as part of the Robson West LS project and obtain guidance to develop the project basis of design

2.1.3 Design Concept Review:

2.1.3.1 Conduct an internal design concept review (DCR) meeting that allows senior technical staff to share ideas to meet/exceed project objectives, verify fulfillment of project requirements and mitigate potential project risks.

2.1.3.2 Facilitate a design concept review meeting with the OWNER to discuss information identified during the internal DCR and solicit the OWNER's input to guide the project direction.

2.1.4 Basis of Design: Prepare the project Basis of Design using the information and input identified during DCR. The Basis of Design will identify the required design parameters and will be provided to the OWNER for review and concurrence. It will include the following:

2.1.4.1 Site access

2.1.4.2 Lift station type

2.1.4.3 Variable frequency drives (VFD's)

2.1.4.4 Odor control

2.1.4.5 Total capacity

2.1.4.6 Phasing, as applicable (proposed new and future lift station pumps; packages for pre-purchasing selected equipment to expedite schedule)

2.1.4.7 Recommended type of construction



- 2.1.4.8 Acceptable pump manufacturers
- 2.1.4.9 Power and service requirements
- 2.1.4.10 Emergency generator requirements
- 2.1.4.11 SCADA
- 2.1.4.12 Coordination with other consultants on adjacent projects that will impact Robson West lift station
- 2.1.5 Risk Assessment: Perform a project risk assessment to identify potential risks (including schedule delays) and develop mitigation strategies to address the risks.
- 2.1.6 Risk Assessment Workshop: Conduct a risk assessment workshop with the OWNER to ensure appropriate risks are included and mitigation strategies are consistent with the OWNER's desires.
- 2.1.7 Lift Station Hydraulic Evaluation: Perform an evaluation of the proposed Robson West LS, including hydraulics associated with the force main to identify potential issues with immediate and long-term capacity. The potential need and operation of single and dual force mains may be considered.
- 2.1.8 Sewershed Modeling: Perform an update to the OWNER's existing wastewater model for the Robson West LS sewer shed ((OWNER Sewershed designation) based on 20XX *Water and Wastewater Condition and Capacity Assessment Studies*) utilizing Bentley's SewerGEMs. This update will include the following:
 - 2.1.8.1 Coordinate with sewer shed modeling engineer on questions regarding the existing wastewater model
 - 2.1.8.2 Review and update OWNER's GIS to incorporate existing infrastructure within ((OWNER Sewershed designation) since the 20XX Studies
 - 2.1.8.3 Update existing wastewater flows since the 20XX Studies based on per capita flow of 90 gpcd
 - 2.1.8.4 Meet with OWNER to discuss future development within ((OWNER Sewershed designation) sewershed
 - 2.1.8.5 Update average and peak wastewater flows for 2026 and 2041 planning periods to incorporate future development
 - 2.1.8.6 Incorporate Projects 21 and 23 as noted in the 2016 Studies (Known future anticipated development)
 - 2.1.8.7 Perform modeling and provide recommendations on the Robson West LS current and future sizing requirements
 - 2.1.8.8 Meet with OWNER to discuss modeling results and recommendations
 - 2.1.8.9 Assumptions: Utilize the 5-year, 6-hour design storm peak flows and utilize a wet weather peaking factor of 4.0
- 2.1.9 Design Alternatives: Develop design alternatives to accomplish the project objectives/requirements and that incorporate the identified risk mitigation strategies.



- 2.1.10 Design Alternatives Meeting: Meet with the OWNER to present the design alternatives, receive OWNER input, identify OWNER preferences, and verify alternatives that will be further evaluated.
- 2.1.11 Preliminary Design Report: ENGINEER will prepare Preliminary Design Report (PDR) that includes the following:
 - 2.1.11.1 Existing site description, property boundaries, easements, gravity sewers, and force main locations.
 - 2.1.11.2 General site location map, identifying property, nearby roadways, developments, schools, and/or parks.
 - 2.1.11.3 Existing site plan showing the location of facilities, infrastructure, roads, fencing, etc.
 - 2.1.11.4 Operational data summary
 - 2.1.11.5 Lift Station hydraulics evaluation and sewershed modeling efforts summary, including all assumptions.
 - 2.1.11.6 Description of potential expansion and improvement alternatives
 - 2.1.11.7 Description of alternative evaluation procedures
 - 2.1.11.8 Description of alternatives evaluation results
 - 2.1.11.9 Description of the basis of design for proposed expansion and improvements
 - 2.1.11.10 Preliminary design drawings and exhibits of proposed expansion and improvements.
 - 2.1.11.11 Preliminary opinion of probable construction cost (OPCC) for recommended alternative.
 - 2.1.11.12 Quality Control (QC): Conduct internal Quality Control (QC) Draft PDR review document prior to submission to OWNER.
 - 2.1.11.13 Draft PDR Submittal: Submit Draft PDR to OWNER.
 - 2.1.11.14 Draft PDR Review Meeting: Meet with OWNER following completion/submittal of Draft PDR review to document OWNER comments and discuss/resolve any outstanding questions/issues.
 - 2.1.11.15 Draft PDR Revision: Revise Draft PDR document, as required, based on OWNER's review comments and/or review meeting discussions.
 - 2.1.11.16 Final PDR Submittal: Submit Final PDR to OWNER.
- 2.1.12 Prepare 30% Bid Specifications: Prepare summary of work and other technical specifications for use by Owner to procure CMAR.
- 2.1.13 Prepare 30% Bid Drawings: Prepare applicable bid drawings for use by Owner to procure CMAR.



2.2 Detailed Design (60%)

Upon approval of the Preliminary Design (30%) Documents, ENGINEER will prepare construction plans per the approved Project Schedule. ENGINEER will develop Detailed Design (60%) Documents based on detailed tasks described herein. The 60% submittal is intended to finalize the lift station design, including work associated with all general, civil, process/mechanical, structural, electrical, instrumentation, and control components, based on recommendations documented in Final PDR, develop specifications and details, and develop bid strategies.

- 2.2.1 Construction Drawings: Prepare applicable construction drawings, including drawings, sections, and details, for all design disciplines.
- 2.2.2 OWNER Specifications: ENGINEER will prepare required Front-End and technical specifications for the project. If an alternative bid strategy is recommended, ENGINEER will develop technical specifications and instructions to bidders matching the appropriate methodology.
- 2.2.3 Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare 60% OPCC.
- 2.2.4 Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the submittal and develop comments.
- 2.2.5 Review Comments: OWNER will consolidate submittal review comments and provide to ENGINEER. ENGINEER will incorporate OWNER comments into subsequent submittals or prepare a written response of additional information needed or discussion suggested.
- 2.2.6 CMAR Review Comments: Facilitate and attend comment resolution meeting with CMAR to discuss constructability and value engineering opportunities.
- 2.2.7 CMAR RFIs: Catalog and respond to CMAR requests for information throughout final design (Assume 5 RFIs).
- 2.2.8 Submittal Review: Catalog and respond to CMAR material submittals during design to facilitate accelerated construction timeline.
- 2.2.9 Deliverables
 - 2.2.9.1 60% Design Submittal
 - 2.2.9.2 60% Front-End and Technical Specifications
 - 2.2.9.3 60% Design OPCC

2.3 Pre-Final Design (90%)

Upon approval of the Detailed Design (60%) Documents, ENGINEER will prepare Pre-Final (90%) Construction Documents per the approved Project Schedule for final review and comment by the OWNER. ENGINEER will develop 90% Construction Documents based on detailed tasks described herein.

- 2.3.1 90% Construction Drawings: ENGINEER will prepare construction drawings for the lift station consisting of all elements identified in the Detailed Design (60%)



Documents and will address all previously received OWNER comments.

2.3.2 90% Specifications: ENGINEER will update required Front-End and technical specifications for the project consistent of all elements identified in the Detailed Design (60%) Documents and will address all previously received OWNER comments.

2.3.3 OPCC: ENGINEER will prepare 90% OPCC.

2.3.4 Review Comments: OWNER will consolidate 90% submittal review comments and provide to ENGINEER.

2.3.5 Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the 90% submittal and develop comments.

2.3.6 CMAR Review Comments: Facilitate and attend comment resolution meeting with CMAR to discuss constructability and value engineering opportunities.

2.3.7 Deliverables (1 electronic file of all items listed below)

2.3.7.1 90% Design Submittal

2.3.7.2 90% Front-End and Technical Specifications

2.3.7.3 90% Design OPCC

2.4 Final Design (100%) Bid Documents

Upon approval of the Pre-Final Design (90%) Documents, ENGINEER will prepare 100% Bid Documents per the approved Project Schedule for advertisement to the OWNER. ENGINEER will develop 100% Bid Documents based on detailed tasks described herein.

2.4.1 100% Construction Drawings: ENGINEER will prepare construction drawings for the pipeline consisting of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.

2.4.2 100% Specifications: ENGINEER will finalize required Front-End and technical specifications for the project consistent of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.

2.4.3 OPCC: ENGINEER will prepare 100% OPCC.

2.4.4 Deliverables (1 electronic file version of all items listed below)

2.4.4.1 100% Design Submittal

2.4.4.2 100% Front-End and Technical Specifications

2.4.4.3 100% Design OPCC

3.0 Force Main and Gravity Mains

3.1 Preliminary Design (30%)

Preliminary Design shall be initiated after the Pre-Design Kickoff Meeting

The Preliminary Design shall be submitted to OWNER per the approved Project Schedule.



Preliminary Design is intended to evaluate, recommend, and obtain OWNER approval of alignment alternatives, and develop along the determined alignment the design concepts for OWNER review and comment or consent. Preliminary Design establishes plan and profile of the proposed pipeline constituting 30 percent completion of construction documents. ENGINEER will coordinate with other consultants on adjacent projects that will impact the force main and gravity mains. ENGINEER will develop the preliminary design based on detailed tasks described herein.

- 3.1.1 Pipeline Alignment Study: The pipeline alignment study will be completed in a technical memo establishing criteria, comparing alternatives, and making recommendations based on the description written in this section. The technical memorandum will serve as the Preliminary Design Report for this component of the Project. The Alignment Study will include the following:
 - 3.1.1.1 Project Alternatives Mapping: ENGINEER will develop alternatives by mapping available data for environmentally sensitive areas, topographic features, available parcel data, NCTCOG available data including digital ortho, aerial mapping and other significant alignment information on color aerial, NCTCOG topo or another appropriate base map. ENGINEER will overlay up to four (4) alternative alignments on the project corridor mapping. These maps are anticipated to be a roll plot style presentation at a scale of approximately 1" = 1,000'. The scale may be adjusted during development for accuracy or readability purposes if necessary.
 - 3.1.1.2 ENGINEER will conduct site visits (staying within public right-of-way) to evaluate alignment alternatives.
 - 3.1.1.3 Easements and Public Impacts: ENGINEER will identify the easement sizing (permanent and temporary) and prepare a list of probable easement requests stating landowners and size for the alternate alignments. This will consider the proposed developments within the alignment.
 - 3.1.1.4 Alignment Selection: ENGINEER will create a report comparing the alignments evaluated, easements, and hydraulics. The memorandum will include a recommendation for the alignment to advance to survey.
 - 3.1.1.5 Pipeline Materials: ENGINEER will identify alternate materials available for the proposed pipeline corridor and recommend up to three (3) materials for design and bidding for OWNER approval. This is anticipated to include FRP, PVC, and HDPE, depending on size.
- 3.1.2 Drawings Preparation: ENGINEER will create plan view background drawings along the selected alignment using the latest available aerial imagery from Nearmap. ENGINEER will provide sketches and drawings showing the final horizontal plan view alignment and preliminary profile views (based on surveyed topography) of the approved pipeline alignment. These maps are anticipated to be a roll plot style presentation in a scale of approximately 1" = 40'.
- 3.1.3 Specification Preparation: ENGINEER will obtain OWNER furnished front-end documents. ENGINEER will prepare and submit preliminary technical specifications



table of contents for the anticipated project manual along for review by the OWNER.

- 3.1.4 Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare a preliminary OPCC.
- 3.1.5 Review Comments: OWNER will consolidate submittal review comments and provide to ENGINEER. ENGINEER will incorporate OWNER comments into subsequent submittals or prepare a written response of disagreement.
- 3.1.6 Constructability Review: ENGINEER will conduct a field Constructability Review, with representatives of OWNER, to walk the project and identify construction and/or design challenges. ENGINEER will summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.
- 3.1.7 Deliverables
 - 3.1.7.1 Preliminary Design Report
 - 3.1.7.2 30% Design Submittal
 - 3.1.7.3 Easement Sheets
 - 3.1.7.4 30% Specifications Table of Contents
 - 3.1.7.5 30% Design OPCC
 - 3.1.7.6 Constructability Review Minutes

3.2 Detailed Design (60%)

Upon approval of the Preliminary Design (30%) Documents, ENGINEER will prepare construction plans per the approved Project Schedule. ENGINEER will develop Detailed Design (60%) Documents based on detailed tasks described herein. ENGINEER will coordinate with other consultants on adjacent projects that will impact the force main and gravity mains. The 60% submittal is intended to finalize the vertical alignment, show concepts of traffic control, develop specifications and details, and develop bid strategies.

- 3.2.1 Construction Drawings: ENGINEER will prepare construction drawings for the pipelines that will generally include:
 - 3.2.1.1 Cover Sheet
 - 3.2.1.2 Overall Sheet Layout
 - 3.2.1.3 Overall Hydraulic Profile
 - 3.2.1.4 Easement Sheets
 - 3.2.1.5 General Notes Sheets
 - 3.2.1.6 Plan and Profile Drawings
 - 3.2.1.7 General Details:
 - 3.2.1.8 Tunnel Design and Special Details:
 - 3.2.1.9 Erosion Control Plans and Details
 - 3.2.1.10 Traffic Control Plans and Details



3.2.1.11 Interconnection Concept Design

3.2.2 OWNER Specifications: ENGINEER will prepare required Front-End and technical specifications for the project. If an alternative bid strategy is recommended, ENGINEER will develop technical specifications and instructions to bidders matching the appropriate methodology.

3.2.3 Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare 60% OPCC.

3.2.4 Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the submittal and develop comments.

3.2.5 Review Comments: OWNER will consolidate submittal review comments and provide to ENGINEER. ENGINEER will incorporate OWNER comments into subsequent submittals or prepare a written response of additional information needed or discussion suggested.

3.2.6 Deliverables

3.2.6.1 60% Design Submittal

3.2.6.2 60% Front-End and Technical Specifications

3.2.6.3 60% Design OPCC

3.3 Pre-Final Design (90%)

Upon approval of the Detailed Design (60%) Documents, ENGINEER will prepare Pre-Final (90%) Construction Documents per the approved Project Schedule for final review and comment by the OWNER. ENGINEER will coordinate with other consultants on adjacent projects that will impact the force main and gravity mains. ENGINEER will develop 90% Construction Documents based on detailed tasks described herein.

3.3.1 90% Construction Drawings: ENGINEER will prepare construction drawings for the pipeline consisting of all elements identified in the Detailed Design (60%) Documents and will address all previously received OWNER comments.

3.3.2 90% Specifications: ENGINEER will update required Front-End and technical specifications for the project consistent of all elements identified in the Detailed Design (60%) Documents and will address all previously received OWNER comments.

3.3.3 OPCC: ENGINEER will prepare 90% OPCC.

3.3.4 Review Comments: OWNER will consolidate 90% submittal review comments and provide to ENGINEER.

3.3.5 Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the 90% submittal and develop comments.

3.3.6 Deliverables (1 electronic file version of all items listed below)

3.3.6.1 90% Design Submittal

3.3.6.2 90% Front-End and Technical Specifications



3.3.6.3 90% Design OPCC

3.4 Final Design (100%) Bid Documents

Upon approval of the Pre-Final Design (90%) Documents, ENGINEER will prepare 100% Bid Documents per the approved Project Schedule for advertisement to the OWNER. ENGINEER will develop 100% Bid Documents based on detailed tasks described herein.

3.4.1 100% Construction Drawings: ENGINEER will prepare construction drawings for the pipeline consisting of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.

3.4.2 100% Specifications: ENGINEER will finalize required Front-End and technical specifications for the project consistent of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.

3.4.3 OPCC: ENGINEER will prepare 100% OPCC.

3.4.4 Deliverables (1 electronic file version of all items listed below)

3.4.4.1 100% Design Submittal

3.4.4.2 100% Front-End and Technical Specifications

3.4.4.3 100% Design OPCC

4.0 Bid Phase Services

ENGINEER will provide support for up three (3) bid events associated with the project. The bid packages anticipated are a Prepurchase Package (OWNER procurement), the Lift Station package, and the Force Main & Gravity Main package.

4.1 Prepurchase Package

The purpose of the prepurchase package is to allow the OWNER to procure long lead-time items that would affect project delivery schedule if otherwise bid as part of the final design package. The long lead-time items will be identified during Preliminary Design and confirmed with the OWNER.

4.1.1 Technical Specifications: Prepare applicable technical specifications (Divisions 1 – 46) and technical data sheets (Division 11 only) using LAN-standard technical specification documents needed for prepurchase of selected equipment.

4.1.2 Front End Specifications: Prepare contract documents (Division 0, including Bid Form) using OWNER-provided standard contract documentation. NOTE: OWNER to provide Division 0 Specifications related to the bidding for revisions in coordination with Legal.

Services for the Lift Station and Force Main & Gravity Mains bid packages will include the following for each:

4.2 Invitation to Bid: ENGINEER to coordinate bid letting date, time, and place with OWNER and prepare final invitation to Bid. ENGINEER to assist and advise OWNER in placing advertisements of the Invitation to Bid.



4.3 Pre-Bid Conference: ENGINEER to assist the OWNER at one (1) pre-bid conference.

4.4 Addenda: ENGINEER to respond to questions presented during the bid phase in the form of addenda to the construction contract documents when required and agreed upon with the OWNER.

4.5 Bid Tabulation and Review: ENGINEER to assist OWNER during bid opening, making a preliminary tabulation of bids and reviewing questionnaires and bids for completeness. ENGINEER to review and evaluate qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. Review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. ENGINEER to prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to OWNER concerning contract award.

4.6 Conformed Documents: ENGINEER to prepare and distribute Conformed Documents, incorporating all addenda. Conformed specifications will include review of contractor's bonds, furnishing to the Contractor unsigned construction contract documents, and transmitting the construction contract documents to OWNER for signature and distribution.

4.7 Deliverables (1 electronic version of all items listed below)

4.7.1 Invitation to Bid

4.7.2 Plan Holders List

4.7.3 Bid Tabulation

4.7.4 Recommendation of Award

4.7.5 Conformed Drawings

4.7.6 Conformed Specifications



SPECIAL SERVICES

5.0 Right-Of-Way Services (LAN as “Acquisition Provider”)

Acquisition Provider will provide right-of-way acquisition services to secure easements along the pipeline alignment. Upon review of the proposed corridor and the County appraisal district maps, it is anticipated that there are up to three (3) property owners. ROW acquisition services shall be as follows:

5.1 Project Administration Services

5.1.1 Negotiation of the Scope of Services for each Work Authorization

5.1.1.1 Acquisition Provider shall visit project site.

5.1.2 Communication

5.1.2.1 Project Kick-Off Meeting: Acquisition Provider shall:

5.1.2.1.1 Attend preliminary kick-off meeting with City of Denton regarding the Project to discuss project.

5.1.2.1.2 Acquisition Provider will provide a monthly status update on an excel spreadsheet that is approved by City of Denton and Acquisition provider.

5.1.2.1.3 Discuss project requirements and delineation of Acquisition Provider responsibilities.

5.1.2.1.4 Discuss individual parcels and their relations to the project as a whole.

5.1.2.1.5 Provide a project plan of action and schedule to the City of Denton that outlines the scope as discussed.

5.1.2.2 Acquisition Provider shall prepare and deliver one monthly invoice for each active Work Authorization to City of Denton.

5.1.2.3 Acquisition Provider shall prepare initial property owner contact list and prepare and distribute City of Denton's Acquisition Provider introduction letters.

5.1.2.4 Acquisition Provider Project Manager shall attend one monthly status meeting with appropriate City of Denton staff. In addition, additional LAN staff may attend subject to LAN PM direction.

5.1.2.5 Acquisition Provider shall provide a monthly written report to City of Denton on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession of the City of Denton.

5.1.3 File Management

5.1.3.1 Develop required forms and templates as directed by City of Denton. Acquisition provider will provide draft forms to City of Denton for review. City of Denton will review forms and templates within 14 days and provide written approval for use.

5.1.3.2 Electronic parcel files will be provided to City of Denton. Acquisition Provider shall maintain working files in the Acquisition Provider's office.



Acquisition Provider shall electronically submit all documents generated or received by the Acquisition Provider to the City of Denton. Upon closing of parcel, Acquisition Provider shall transfer to the City of Denton all remaining documents not previously submitted. Acquisition Provider shall submit to City of Denton documents required to be hard copies as generated by title company closings.

5.1.3.3 Acquisition Provider shall maintain records of all payments including, but not limited to, check number, amount, and date paid.

5.1.3.4 Acquisition Provider shall maintain copies of all correspondence and contacts with property owners.

5.1.4 Schedule

5.1.4.1 Acquisition Services will be conducted from the date the project Notice to Proceed is received not to exceed a 12-month duration. If the schedule extends beyond 12 months due to unforeseen project delays, additional months of Project Administration fees will be required. 12-month schedule assumes survey is complete. If the design changes the proposed ROW, the schedule will need to be modified. Acquisition Provider will obtain City of Denton approval before incurring additional expenses outside of this contract.

5.2 Appraisal Services – Service Requirements

Acquisition Provider shall select and use only Appraisers from the list of City of Denton Certified Appraisers. All appraisal services must comply with the Uniform Standards of Professional Appraisal Practice (“USPAP”) and Texas Law.

5.2.1 Real Estate Appraisal Services

5.2.1.1 Appraisers will provide advance notice of the date and time of their appraisal inspections of the subject property to the Acquisition Provider Project Manager and the City of Denton Project Manager in order to coordinate the Appraiser’s inspection (if applicable and practical).

5.2.1.1.1 Acquisition Provider shall prepare and conduct pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property. The written contact documents must use acceptable City of Denton forms and the records of contact must be part of the parcel file.

5.2.1.1.2 With the information from the Acquisition Provider, the Appraiser will secure permission from the owner to enter the property from which real estate or property interest is to be acquired. If after diligent effort the Appraiser is unable to secure the necessary permission from the property owner, a written waiver must be obtained from the City of Denton. The permission or written waiver must be incorporated into the appraisal reports.

5.2.2 The assignment for an initial and update appraisal are two separate and distinct appraisal assignments.



5.2.3 For an initial appraisal assignment, the Appraiser will prepare an appraisal report for each parcel to be acquired utilizing applicable City of Denton forms. These reports will conform to City of Denton policies and procedures along with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

5.2.4 For an updated appraisal, the Appraiser will prepare an updated appraisal report for each parcel to be acquired utilizing applicable City of Denton forms. These reports will conform to City of Denton policies and procedures along with the Uniform Standards of Professional Appraisal Practice.

5.2.5 As necessary, Acquisition Provider shall prepare written notification to City of Denton of any environmental concerns associated with the right of way to be acquired, which may require environmental remediation.

5.2.6 Acquisition Provider will review appraisal reports for completeness and consistency of methodology across the project.

5.2.7 Acquisition Provider will provide appraisals to City of Denton for administrative review and recommendation for approval. City of Denton review and approval shall not exceed 14 days.

5.3 Negotiation Services

5.3.1 Acquisition Provider shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform City of Denton of methods to cure title deficiencies.

5.3.2 Acquisition Provider shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions.

5.3.3 Acquisition Provider shall analyze appraisal reports and confirm the City of Denton's approved value prior to making an offer for each parcel.

5.3.4 Acquisition Provider shall prepare and send informational letter to each landowner describing the project and its impact upon the landowner's property and transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

5.3.5 Acquisition Provider shall issue property description to the property owner.

5.3.6 Acquisition Provider shall prepare all documents required or requested by the City of Denton on applicable City of Denton forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)

5.3.7 Acquisition Provider shall follow up on initial contact with a phone call to try to schedule a face-to-face meeting with the landowner. Acquisition Provider shall send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of all closing activities, including but not limited to following-up on contacts and securing the necessary instruments upon acceptance of the City of Denton's offer; and retain copies of the unsigned CMRRR receipt and the appraisal



as support for billing purposes.

- 5.3.8 Acquisition Provider shall meet in person when practical and negotiate in “Good Faith” with the landowner to work out and obtain in an agreement and compensation that is beneficial to the owner and City of Denton.
- 5.3.9 The offer period will expire 30 days after the offer is received. Owner will agree to the offer amount or provide a written counteroffer within 30 days. If neither occurs, Acquisition Provider shall send a final offer letter by CMRRR upon authorization of City of Denton. If settlement is not reached after 30 days from receipt of final offer, Acquisition provider will forward file to City of Denton for condemnation services.
- 5.3.10 Acquisition Provider shall respond to property owner inquiries as received verbally and in writing within two business days.
- 5.3.11 Acquisition Provider shall prepare a separate negotiator contact report for each parcel, per contact, on applicable City of Denton forms.
- 5.3.12 The curative services necessary to provide a clear title to the City of Denton are the responsibility of the Acquisition Provider and thus are part of the Acquisition Provider’s fee for Negotiation Services. Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property or property interest to the City of Denton. Incidental expenses not paid to the title company are reimbursed as a pass-through cost.
- 5.3.13 Acquisition Provider shall have direct contact with the title company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through City of Denton. All original documents generated or received by the Acquisition Provider must be delivered to City of Denton. Copies or working file documents must be kept by the Acquisition Provider. Acquisition Provider shall maintain parcel files of original documentation related to the purchase of the real property or property interests.
- 5.3.14 Acquisition Provider shall provide closing services in conjunction with the title company and may be required to attend closings. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to recording of the instrument.
- 5.3.15 Acquisition Provider shall record all original instruments immediately after closing at the respective county clerk’s office.
- 5.3.16 Acquisition Provider shall advise property owner of the administrative settlement process, assist them with the preparation of a counteroffer package, and shall transmit to City of Denton any written counteroffer from property owners including applicable City of Denton forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with City of Denton policy and procedures.
- 5.3.17 Acquisition Provider shall secure title insurance for all parcels acquired, insuring acceptable title to the City of Denton. Written approval by the City of Denton is



required for any exception. There should be no charges at this point, but if there are charges (such as abstractor's fees) these costs are reimbursed as a pass-through cost.

5.3.18 Acquisition Provider shall appear and provide Expert Witness testimony as required.

5.3.19 Obtain Tax Certificates from designated personnel when applicable.

5.3.20 Deduct prorated taxes in the final compensation amount, when applicable.

5.3.21 Securing Possession and Use Agreement for waterline purposes with Additional Payment of Independent Consideration (PUAIC) is part of general Negotiation Services. Upon City of Denton approval (case by case basis) and direction, Acquisition Provider shall explain and provide the opportunity for the property owner to execute a PUAIC in accordance with City of Denton policy and procedures.

5.3.22 After the 30 day offer period, when "Good Faith" negotiations fail after at least two face-to-face meetings or documented attempts and reasonable effort and correspondence with the landowner, the consultant will provide evidence of negotiations and correspondence and meet with the City of Denton to discuss further action.

5.3.23 Acquisition Provider shall prepare the final offer letter and mail the documents of conveyance by CMRRR.

5.3.24 The Acquisition Provider shall, upon receipt of a copy of the final offer, request an updated Title Commitment for Eminent Domain from the title company.

5.3.25 Acquisition Provider shall prepare, if applicable, Bisection, Drainage Easement, Access Easement, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the City of Denton.

5.3.26 The Acquisition Provider shall use the information from the Title Commitment and other sources to join all interested parties on the request for eminent domain proceedings. Spouses of owners must be joined.

5.3.27 Upon completion of the request for eminent domain proceedings by the Acquisition Provider, the Acquisition Provider shall prepare a packet containing all documents listed in the eminent domain package submission checklist. Submit packet to the City of Denton for submission to the City of Denton attorney.

5.4 Real Estate Appraisal Review Services

Review appraisal services may be required if federal funding is utilized on the project.

5.4.1 Review Appraiser must review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with City of Denton policies and procedures and the USPAP.

5.4.2 Review Appraiser must prepare and submit applicable City of Denton forms for each appraisal review assignment.

5.4.3 The assignment for the review of an initial and update appraisal are two separate



and distinct appraisal review assignments. The fee for each review assignment must be reflective of the complexity of the specific individual review assignment.

5.5 Real Estate Appraisal Preparation and Testimony Services

5.5.1 Beyond delivery of the appraisal assignments, the Appraiser will attend and provide preparation and testimony for a Special Commissioners Hearing (“Hearing”).

5.6 Advanced Negotiation

5.6.1 Upon request by City of Denton, negotiate beyond the initial 60-day negotiation period for an additional 60 days without entering preliminary condemnation phase.

5.6.2 Respond to property owner inquiries verbally and in writing within two business days.

5.6.3 Prepare a contact log for each parcel, detailing each contact, on applicable City of Denton forms.

5.6.4 Obtain City of Denton concurrence for each 60-day advanced negotiation period. This will be added as an amendment to the original authorization and is performed on a per parcel basis.

5.7 Condemnation Support Services

5.7.1 The City of Denton Attorney files the petition and related documents. Prior to filing the petition, the City of Denton Attorney coordinates with the Acquisition Provider. The Acquisition Provider is then responsible to file the lis pendens within the legal timeline.

5.7.2 Acquisition Provider shall record the lis pendens upon receipt of the cause number with the county clerk’s office.

5.7.3 Acquisition Provider shall send a copy of the filed lis pendens and the petition via CMRRR to all named parties within three days of the filing of the lis pendens.

5.7.4 Acquisition Provider shall send a copy of the condemnation petition to the title company and request an updated Title Commitment. The title company must confirm the appropriate parties were named in the petition and that no changes in title have occurred.

5.7.5 Following appointment of Special Commissioners (“Commissioners”) by the judge, the Acquisition Provider shall send via CMRRR the document appointing the Commissioners to the named defendants or their attorneys if represented. The Acquisition Provider shall secure the following documents:

5.7.5.1 Oath of Commissioners signed by the Commissioners;

5.7.5.2 Order Setting the Hearing; and

5.7.5.3 Two copies of the Notice of Hearing signed by the Commissioners.

NOTE: Notification to the City of Denton Attorney may be sent via CMRRR or email.



- 5.7.6 If e-filing is not required: Acquisition Provider shall file all originals with the court and send copies marked “copy” to City of Denton Attorney within three days after filing.
- 5.7.7 The Acquisition Provider shall coordinate the date and time for the Hearing. If there is an increase in value to the appraisal, the Acquisition Provider shall send a copy of the updated appraisal along with the post-petition letter to the appropriate parties by CMRRR.
- 5.7.8 Acquisition Provider shall coordinate with City of Denton Attorney to reserve a location for Hearings.
- 5.7.9 Acquisition Provider shall coordinate the Hearing date with the City of Denton Attorney, Appraiser, Engineer, appropriate City of Denton witnesses, three Commissioners, and a court reporter. Reasonable effort must be made to accommodate the property owner and their representatives.
- 5.7.10 Acquisition Provider shall coordinate a pre-hearing conference prior to the Hearing (the day before or earlier) to discuss facts of the case with the City of Denton Attorney, Appraiser, City of Denton, Engineer, and appropriate City of Denton witnesses.
- 5.7.11 After the Hearing is set, the Acquisition Provider shall serve Notices of Hearing to the indicated parties in accordance with the methods and time frames set out in Chapter 21 of the Texas Property Code but in no instance less than twenty days prior to the Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty days after service of the Hearing to prepare. The scheduling of the Hearing must allow for any additional time or any other additional time frame required by law.
- 5.7.12 Once the notices have been served, if e-filing is not required, file the original notices with the court and send copies marked “copy” to City of Denton Attorney.
- NOTE: If e-filing is required, the Acquisition Provider shall send served notices to the City of Denton for e-filing.
- 5.7.13 Acquisition Provider shall send a reminder, via CMRRR or email, 2-3 weeks in advance to the City of Denton Attorney, Appraiser, three Commissioners, court reporter, and City of Denton concerning Hearing dates.
- 5.7.14 Acquisition Provider shall prepare Hearing data sheet and Commissioners’ time sheets and submit to the City of Denton Attorney within two business days of the award being signed.
- 5.7.14.1 If required, Acquisition Provider shall file timesheets with the award. The Judge determines the amount paid to the Commissioners.
- 5.7.14.2 Acquisition Provider shall complete an Application for Texas Identification Number for all Commissioners and Court Reporters.
- 5.7.15 If e-filing is not required, the Acquisition Provider shall obtain the signatures of Commissioners on four duplicate originals of the Award of Commissioners and file



one with the court for the judge's signature within 48 hours of the Hearing. The Acquisition Provider shall have court clerk file-mark the four duplicate originals and retain three.

5.7.16 Acquisition Provider shall obtain and distribute three signed and file-marked copies of the Award as follows:

5.7.16.1 One file-marked copy to the title company with a request for a commitment.

5.7.16.2 One file-marked copy to the City of Denton Attorney.

5.7.17 One file-marked copy (or certified copy) to the City of Denton with the previously obtained Commitment to request submission for each Commissioner's fee

5.7.18 Acquisition Provider shall send the Commitment and the file-marked award to City of Denton which then prepares the payment submission for each Commissioner's fee.

5.7.19 Acquisition Provider shall deposit City of Denton warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. NOTE: The Date of Deposit is the Date of Possession.

5.7.20 Acquisition Provider shall take photographs of the interest to be acquired on the day of deposit (or the day of a PUAIC closing) for relocation verification and date of take appraisal purposes. If a date of take Appraiser has been selected by the City of Denton, the Acquisition Provider shall notify the Appraiser of the date the deposit is going to be made so that the Appraiser may take date of take photographs as well.

5.7.21 Acquisition Provider shall send written notices of the date of deposit to City of Denton and all interested parties.

5.7.22 Acquisition Provider and any sub-providers must appear as Expert Witness when requested.

5.7.23 Maintain an electronic copy of the condemned parcel information. In an event of a judgment/award, Acquisition Provider shall coordinate with City of Denton's right of way coordinator to obtain copies of all executed post hearing documents for the condemned parcel. (award, JAO, deposit letter).

5.7.24 If a settlement is agreed upon by both parties prior to condemnation, Acquisition Provider shall coordinate with the City of Denton's Attorney to complete all necessary procedures to close the file.

5.8 Relocation Assistance Services for Personal Property

5.8.1 If the City of Denton directs the Acquisition Provider to cease all Contract services and terminate a Work Authorization through no fault of the Acquisition Provider, Acquisition Provider shall work with City of Denton to determine if each relocation is to proceed or letters rescinding relocation benefits are to be sent. If benefits are rescinded, payment for the milestone currently being worked on will be payable in full upon submittal of the complete file to that point.



- 5.8.2 Complete relocation files must include a copy of the letter rescinding benefits and all documentation and contact logs capturing communications with the Displacee and complete documentation for any claims payable up to the time the Displacee is notified of their ineligibility for further relocation assistance.
- 5.8.3 Acquisition Provider shall provide advance notice of the date and time of the initial meeting with the Displacee regarding the Appraiser's and Relocation Agent's inspection of the subject property.
- 5.8.4 Acquisition Provider shall notify all City of Denton approved Displacees of eligibility for relocation assistance. At the time of initial contact, the Acquisition Provider shall provide Displacees, that are approved by the City of Denton, with a Relocation Assistance Packet consisting of the following approved City of Denton forms:
- 5.8.4.1 Parcel advisory services record
 - 5.8.4.2 Certificate of eligibility
 - 5.8.4.3 Relocation Assistance Brochure
- 5.8.5 Acquisition Provider shall provide on-going relocation assistance and advisory services to Displacees affected by the acquisition of right of way and deliver required City of Denton forms to City of Denton that are signed by the Displacee. On-going advisory services include monitoring the move and any necessary relocation activities taken by the Displacee. Frequency and manner for monitoring the move must match the complexity of the relocation, however, the expectation is multiple in-person site visits, which is standard practice, and must be documented in the contact log portion of the required City of Denton forms to be submitted at close out.
- 5.8.6 Acquisition Provider shall provide 90-day notice:
- 5.8.6.1 Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered.
 - 5.8.6.2 Not deliver the 90-day notice prior to a personal interview with the Displacee during which time the Relocation Agent determines the type, needs, and eligibilities of the Displacee, or before the issuance of the initial offer.
- 5.8.7 Acquisition Provider shall provide 30-day notice to vacate once the City of Denton has possession of the property. The Displacee must be given a minimum of 90 days' notice prior to being required to vacate.
- 5.8.8 Acquisition Provider shall immediately notify City of Denton if the Displacee does not vacate the premises after 30-day notice expires.
- 5.8.9 Acquisition Provider shall prepare all relocation claims on appropriate forms and in accordance with City of Denton policies and procedures.
- 5.8.10 Acquisition Provider shall coordinate, and monitor moves with displaced homeowners, business owners, tenants, and with moving companies in accordance with City of Denton procedures.



5.8.11 Relocation Agent must maintain relocation contact logs on appropriate City of Denton forms journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all Displacees' emails with date and time sent must be captured in the Acquisition Provider's relocation contact logs.

5.8.12 Relocation Agent must:

5.8.12.1 Be available for any relocation appeals and meetings.

5.8.12.2 Prepare all relocation payment claim submissions for all Displacees in accordance with City of Denton guidelines.

5.8.12.3 Deliver warrants in accordance with City of Denton guidelines.

5.8.12.4 Issue Relocation Assistance Program Surveys to all Displacees.

5.8.13 Acquisition Provider shall provide an executed certification of eligibility with all Displacee claims.

5.8.14 The City of Denton must approve the timing and content of any notice to a Displacee concerning relocations prior to the Acquisition Provider sending the notice.

6.0 Environmental Services

ENGINEER will provide Environmental Services under a qualified and approved sub-consultant. Environmental services will provide a desktop survey of the alternate alignments to determine if provide a summary desktop environmental review report encompassing a review of potential aquatic resources, threatened and endangered species, and cultural resources that may be present in the proposed project area, in addition to the regulatory authority associated with the project. No field reconnaissance is included in this scope.

6.1 Phase I Cultural Resources Pedestrian Survey

To comply with the ACT, ENGINEER will provide the following services:

6.1.1 Obtain a Texas Antiquities Permit from the THC to conduct the survey.

6.1.2 Complete a full, intensive pedestrian survey to document archeological resources 50 years or older that could be impacted by the project.

6.1.2.1 The intensive pedestrian survey will be conducted in accordance with the current Council of Texas (CTA) Archeological Survey Standards for Texas that were adopted by the THC on 17 April 2020.

6.1.2.2 The 100-percent intensive cultural resources survey will consist of visual examination of the ground surface and existing subsurface exposures for evidence of archeological sites within the project area and shovel testing to identify any potential subsurface cultural deposits.

6.1.2.3 The survey will implement a multiple-transect scheme with transects not exceeding 30m in width. Areas displaying no potential for archeological deposits will be photographed to document the lack of potential for intact archeological deposits.



- 6.1.2.4 Other documentation methods will include narrative notes, maps, and shovel test records.
- 6.1.3 Texas Archeological Survey Standards require that a minimum of sixty (60) shovel tests be excavated for the project.
 - 6.1.3.1 Shovel tests will be excavated to a maximum depth of eighty (80) centimeters (cm) or the bottom of culturally sterile deposits, typically the argillic (Bt) subsoil horizon in this area.
 - 6.1.3.2 Each shovel test will be at least 30 cm in diameter and will be hand excavated in natural stratigraphic levels not exceeding 20 cm in thickness.
 - 6.1.3.3 Excavated soil will be screened using ¼-inch hardware cloth to facilitate the recovery of buried cultural material. If clay content is high and cannot be efficiently screened, the excavated soil will be troweled through by hand and inspected for cultural deposits.
 - 6.1.3.4 Additionally, the physical properties of each arbitrary level will be recorded.
 - 6.1.3.5 All test locations will be recorded on paper and plotted using hand-held Global Positioning System (GPS) units.
 - 6.1.3.6 Investigators will document the results of each test on standardized shovel test forms.
- 6.1.4 Draft a technical report that documents the archeological background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations.
- 6.1.5 Conduct all necessary coordination with the THC to obtain agency comment.
- 6.2 Additional Archeological Site Evaluation (if required)
 - 6.2.1 It is assumed that there will be no archeological sites will be encountered during Task 6.1. If there is an archeological site encountered during the survey, this task will be required to delineate, evaluate, and document each additional resource within the technical report. This task will be invoiced on a per site basis at the rate identified.
- 6.3 Deed Title Research (if required)
 - 6.3.1 Due to a lack of historic-age (50 years in age or older) residences and farmsteads being located within or adjacent to the project area, this task is not anticipated to be required. However, if a historic-period archeological site is encountered, deed title research may be required to determine if the site was associated with any historically significant individuals or historical events that would qualify the site for NRHP eligibility under Criteria A and B of the NRHP.
 - 6.3.2 Due to the uncertainty of this task being required for the project and the unknown number of sites that may require deed title research this task is presented as an if required task and would be invoiced on a time and materials basis. If required, ENGINEER will prepare a deed chain-of-title table that details the grantor, grantee,



date, and deed record volume and page for each property transfer from current to land patent.

6.4 Delineation of Waters of the United States

ENGINEER will provide professional services to delineate all waters of the United States, including wetlands, at the specified project site. ENGINEER's wetland ecologist will delineate the jurisdictional limits of the streams, and any on-channel ponds based on 33 CFR 328.3[e], delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual, the Great Plains Regional Supplement, and current Regulatory Guidance Letters. ENGINEER will record the boundaries of any potential jurisdictional waters with a sub-meter accurate Global Positioning System and on field maps that will be digitized for illustrations and calculations. This delineation map will be provided to the OWNER.

6.4.1 The deliverable for this task is a letter report that summarizes the delineation of the site. The letter report will include:

- 6.4.1.1 Delineation map of the jurisdictional waters of the United States.
- 6.4.1.2 Routine Wetland Determination Data Forms completed for all potential wetlands (including any questionable wetlands).
- 6.4.1.3 Representative photographs of upland and jurisdictional sites.
- 6.4.1.4 Descriptions of the site and each jurisdictional area (i.e., soils, plant communities, historic land use, stream characteristics, and ultimately the quality).
- 6.4.1.5 Determinations as to significant nexus for all wetlands and non-relatively permanent waters within the study limits.
- 6.4.1.6 Definitions of a water of the United States and whether each water/wetland feature meet a definition (i.e., ENGINEER's opinion as to whether they are jurisdictional).

6.5 Protected Species Habitat Assessment

This effort will include:

- 6.5.1 Coordinating with USFWS to determine the species listed in Denton County, habitat surveys for listed protected species and a report presenting the findings of the surveys. Research of available data will determine the listed species and their preferred habitat.
- 6.5.2 A brief letter report will be prepared summarizing the results of the survey. Specifically, the report will describe the habitats present on the site, the protected species that are listed in Denton County and their preferred habitats, and an evaluation of whether or not this preferred habitat is present on the site.
- 6.5.3 Species-specific surveys will not be covered in this scope of services, since they require substantial time throughout particular seasons using specific protocols. Habitat surveys are designed to determine whether the site contains preferred protected species habitat and the likelihood of the presence of that species.



6.6 Section 404/Nationwide Permit Assessment

ENGINEER will utilize a previously conducted delineation to evaluate the proposed site plan to determine compliance with Section 404 of the CWA, specifically the NWP program. ENGINEER will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next ENGINEER will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, ENGINEER will document how the proposed project complies with each of these conditions. ENGINEER will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

6.7 Deliverables

6.7.1 Reports documenting results of the environmental assessments.

7.0 Geotechnical Engineering

ENGINEER will contract with a licensed engineer to provide geotechnical investigation and engineering in support of the Basic Services detailed above.

7.1 Field Services: ENGINEER will conduct a subsurface investigation program for no more than nineteen (19) borings at an average of 20 feet in depth along the pipeline alignment and one (1) boring at a depth of 50 feet at the lift station site. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field. If clearing for boring access is required along the creek area, ENGINEER can provide this service for an additional fee on a per day basis.

7.2 Laboratory Services: ENGINEER will conduct Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, and strength properties of the subsurface materials, and to provide data for analysis. These tests may include but may not be limited to the following:

7.2.1 Moisture content

7.2.2 Atterberg limits

7.2.3 Percent passing No. 200 mesh sieve

7.2.4 Unconfined compressive strength (soil and rock)

7.2.5 Overburden swell

7.3 Engineering Analysis and Report: ENGINEER will present data obtained from the field investigation and laboratory in a geotechnical data report. Information to be provided includes the following:

7.3.1 A plan sheet indicating the approximate location of each boring.

7.3.2 A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.

7.3.3 A discussion of subsurface soil and groundwater conditions.

7.3.4 A brief discussion of site geology.



- 7.3.5 Estimates of soil movement related to settlement and expansive soils (if present).
- 7.3.6 Outline of the engineering properties of the natural soils present, and any existing fill, if encountered
- 7.3.7 Recommendations for foundation type, depth and allowable loading, uplift considerations,
- 7.3.8 L-Pile parameters and Seismic Site Class (2018 IBC).
- 7.3.9 Earthwork recommendations, including material type(s), compaction, and backfill requirements.
- 7.3.10 Trench safety recommendations
- 7.4 Deliverables
 - 7.4.1 Electronic copy of Geotechnical Report

8.0 Subsurface Utility Engineering

ENGINEER will provide limited Levels D, C B, and A SUE under a qualified and approved sub-consultant following as part of the study area and alignment study. In general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-22 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL “D”) – Information is determined primarily from the review and documentation of existing second-party information, such as Utility records, historical project records, permits, verbal accounts, existence of service, visual indicators, and/or One-Call markings, put into context with any other information in possession during a Utility Investigation.
- Quality Level C (QL “C”) – Data determined by correlating underground Utility Segments from existing second-party information to observable and measurable visible Utility Features.
- Quality Level B (QL “B”) – Also known as “designating”, this data is determined by correlating appropriate geophysical interpretations indicating a Utility Segment or Utility Feature with other pertinent information in hand to determine the best positional Documentation for the Utility Segment. The horizontal accuracy of the surveyed position (either the location of the instrument or a mark on the ground for later survey) shall be 0.2 ft (60 mm) or better to reduce the survey aspect of the compounding error.
- Quality Level A (QL “A”) – Also known as “locating”, this quality level determined by physically exposing an unobservable Utility Feature or Utility Segment (essentially making it observable) and documenting its spatial extent and characteristics with a high degree of accuracy. Conventional accuracies shall be 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for the measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.



8.1 QL "D" SUE

8.1.1 It is the responsibility of the SUE provider to perform due diligence with regards to records research (QL "D") and acquisition of available utility records. The due diligence provided for this project will consist of contacting applicable "one call" agencies, visually inspecting the work area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be referred to as "unknown" utilities. ENGINEER will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. ENGINEER is not responsible for designating and locating "unknown" utilities that were not detected while scanning the work area.

8.1.2 Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Irrigation lines and inventory of overhead utilities are excluded from this scope of work. ENGINEER expects to encounter non-toneable utilities and service lines throughout the project. ENGINEER to perform QL "D" investigation along an approximately 3.4-mile alignment.

8.2 QL "B" SUE

8.2.1 ENGINEER will trace toneable utilities within 25-feet on either side of the proposed pipeline using geophysical prospecting equipment. QL "B" will be within 25 ft each side of the proposed sanitary lines shown on the attached exhibit. It is anticipated that the following utilities may be found: gas, electric, water, wastewater, telephone, and fiber optic cable. It is assumed there will be equivalent to 2 parallel utilities within the length of 1 mile alignment along Robson Crossing and 10 utility crossings within the length of remaining 2.75-mile alignment. For estimating purposes, we have assumed a total linear footage of utilities mapped equal to 13,000 LF.

8.3 QL "A" SUE

8.3.1 ENGINEER will measure three-dimensional (x,y,z) utility locations utilizing nondestructive vacuum excavation equipment to expose utilities at critical points in up to 10 locations. The horizontal and vertical positioning of utilities will be surveyed within approximately 0.05 feet. The QL "A" SUE work is based on the following assumption:

8.3.1.1 10 test holes up to 10-ft deep (specific location TBD)

8.3.1.2 Coring/sawcutting and repairing pavement, up to 5 locations (specific location TBD)

8.4 Deliverables

8.4.1.1 Testhole coordinates data sheet

8.4.1.2 SUE plans identifying utility, level of investigation, and owner (or incorporate the information into the plan and profile drawings)

8.4.1.3 SUE completion reports



9.0 Surveying

ENGINEER will contract with a registered professional land surveyor to provide land surveying services in support of the Basic Services and Special Services detailed above. Surveying services to be provided include the following:

9.1 Topographic Survey

9.1.1 Survey will horizontally and vertically locate visible surface features within the project area as shown in the OWNER-provided Project exhibit and being more specifically detailed below.

9.1.1.1 Main project area cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade producing 1' interval contours for a 100-feet wide swath.

9.1.1.2 Proposed lift station location will be surveyed in a swath to properly cover proposed improvements.

9.1.1.3 Mapping is included for the fenced area of Robson Ranch WWTP. Mapping is included through the footprint of the existing structures and does not include detailing the workings within each structure.

9.1.1.4 Mapping for the full fenced area of East Lift Station is included in this estimate. Mapping is included through the footprint of the existing structures and does not include detailing the workings within each structure.

9.1.1.5 All trees 6" or larger will be located in the field. Common name and approximate trunk size will be noted on the survey.

9.1.1.6 Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.

9.1.1.7 UAV based LiDAR will be utilized to capture mapping and improvements as applicable.

9.1.2 Deliverables

9.1.2.1 Topographic survey in AutoCAD format

9.1.2.2 Base Map: An electronic base map at 1:1 scale (base unit US Survey Foot) containing pertinent Topographic field data will be prepared.

9.1.2.2.1 National CAD Standard drafting standards including layers and styles will be used.

9.1.2.2.2 Text will be oriented with north being true reading West to East.

9.1.2.2.3 The base map shall be in AutoCAD DWG format.

9.1.2.2.4 DTM generated contours shall have one-foot minor and five-foot major intervals.

9.1.2.2.5 XML surface file, defining the AutoCAD Civil 3D surface.



9.1.2.2.6 UAV captured imagery will be used as a background in the deliverable.

9.1.2.2.7 PDF electronic copies of all project research used to workup the project mapping which includes but is not limited to plats, deeds, right-of-way maps and provided utility maps.

9.1.2.2.8 PDF electronic copies of all the Texas811 tickets and correspondence.

9.1.2.2.9 PDF copy of all field notes.

9.2 Right-of-Way and Easement Instruments

9.2.1 Prepare metes and bounds descriptions with accompanying map exhibit for permanent and temporary instruments on a per instrument basis (up to 15).

9.2.2 Deliverables

9.2.2.1 One electronic executed PDF of the complete instrument for each parcel.

9.2.2.2 Existing appraisal district tax card, parent deed and/or plat, map check for each exhibit and all other supporting documentation.

9.2.2.3 Signed and sealed PDF of the final documents. Paper copies are not included.

9.2.2.4 All documents will include NAD83 GRID coordinates for the point of beginning, horizontal scaling factors and basis of bearings information.

10.0 Construction Phase Services

ENGINEER will provide the Construction Services detailed below. By performing these services, ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

Specific services to be performed by ENGINEER are as follows:

10.1 Attend and participate in pre-construction meeting with OWNER and selected general contractor (assume attendance by maximum of two (2) ENGINEER representatives).

10.2 Review submittals delivered to ENGINEER by the selected general contractor for compliance and conformance with the contract documents (assume review of a maximum of 100 submittals, including re-submittal documents). Post formal written review responses in electronic format (PDF) via designated project FTP site for selected general contractor's use. Maintain submittal log, including current record of the submittals delivered and the status of the review of those submittals.

10.3 Review requests for information (RFI) by the selected general contractor (assume review of a maximum of 50 RFI) and prepare a response to the RFI providing interpretation of the contract documents. Inform OWNER of RFI, as well as ENGINEER's proposed response and



recommended selected general contractor action, if applicable. Maintain RFI log, including current record of the RFIs received and the status of the response to those RFI.

10.4 Review change order requests by the selected general contractor (assume review of a maximum of 5 change orders). Prepare a response to the change order request providing interpretation of the contract documents and comments on the cost items. Inform OWNER of change order request, as well as ENGINEER's proposed response, including recommended acceptance or rejection of the proposed change order request by the OWNER (assume OWNER will be responsible for formally processing all accepted change orders). Maintain change order log, including current record of the change orders received, as well as the status and cost of all accepted change orders.

10.5 Review monthly applications for payment by selected general contractor following review by OWNER's designated onsite representative responsible for day-to-day construction observation (assume review of a maximum of 24 applications for payment). Provide comments, if applicable, and/or recommendation of payment by OWNER for items completed (assume OWNER will be responsible for formally processing all approved applications for payment). Maintain record of payments made to date, retainage amount, number and value of any change orders, any changes in the contract duration.

10.6 Attend monthly construction progress meetings (assume a maximum of 24 construction progress meetings will be held and that a maximum of two (2) ENGINEER representatives will attend each meeting).

10.7 Attend substantial completion walk-through with OWNER and selected general contractor (assume attendance by maximum of four (4) ENGINEER representatives).

10.8 Prepare comprehensive punch list of action items to be completed by the selected general contractor, based on issues identified during the substantial completion walk-through. Distribute electronic (PDF) punch list to OWNER, OWNER's designated onsite representative and selected general contractor.

10.9 Attend final completion walk-through and verify that all punch list items have been addressed by selected construction contractor (assume attendance by maximum of four (4) ENGINEER representatives).

10.10 Confirm that all items required under the terms of the contract as a condition of final payment issuance, including operation and maintenance manuals and as-built drawing markups, have been provided by selected general contractor. Recommend processing of final payment by OWNER.

10.11 Deliverables:

10.11.1 Prepare construction as-built drawings using electronic redline drawings provided monthly by the selected general contractor. Submit as-built drawings to OWNER (provide one (1) electronic (PDF) file of all drawings on flash drive).

10.11.2 Prepare and submit project "Completion Notification" to TCEQ in accordance with prevailing Chapter 217 criteria (§217.13).

11.0 Additional Services at Request of City of Denton



EXCLUSIONS & ASSUMPTIONS

ENGINEER shall consider the following items to be outside of the scope of work for the basic and special services tasks, as outlined herein, to be performed by ENGINEER in conjunction with the completion of the Project. ENGINEER's completion of all or a portion of the services outlined below shall require detailed scope development, the provision of additional fee, and formal, written authorization by the OWNER.

1. Flow monitoring (I/I evaluation and identification).
2. Remediation of any hazardous materials uncovered on the site
3. Services for other agency or local permits not identified above (i.e., TxDOT, railroad, Americans with Disabilities Act (ADA), building permits, etc.)
4. Condition assessment or rehabilitation design on infrastructure intended to stay in service.
5. Payment of any application or permitting fees
6. Hydrologic/hydraulic and/or floodplain studies related to the site
7. Landscaping design
8. Offsite utilities or infrastructure design, not identified in the contract scope
9. Architectural design
10. Performance of materials testing or specialty testing services
11. Construction staking
12. Services related to development of City's project financing and/or budget
13. Attendance at public meetings
14. Services related to disputes over pre-qualification, bid protests, bid rejection, and re-bidding of the contract for construction
15. Services necessary due to the default of the general contractor
16. Services related to damages caused by fire, flood, earthquake, or other acts of God
17. Services related to warranty claims, enforcement, and inspection after final completion
18. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by City
19. Services related to any significant deviations and/or additions to anticipated detailed design scope
20. Miscellaneous/supplemental services requested by City not specified herein.
21. If a cultural resources site within the project area is determined to be potentially eligible for listing on the NRHP, the resource may require additional assessment (Phase II testing) and coordination to determine official NRHP eligibility. Costs of Phase II testing and Phase III mitigation services are not included as part of this proposal.
22. As it is not known whether a Nationwide Permit Preconstruction Notification to the



USACE is needed for this project until all tasks are completed in this scope of services, this service is specifically excluded from the agreement.

23. This scope of services specifically excludes assessing the project for the City of Denton's Environmentally Sensitive Areas and preparing an Alternate ESA.
24. Clearing for boring access along the creek area.
25. Overhead utilities, irrigation control wires and service drops to residences will not be included in SUE scope.
26. Lane closures and traffic control are not included in SUE scope.
27. This scope does not include hiring an abstractor to conduct abstracting services for property, easement and right-of-way research. Current platting and/or deed information available at the County and information provided to the ENGINEER by the OWNER will be used for this project.
28. This scope does not include the services of an arborist or licensed landscape architect to provide tree size and scientific name. ENGINEER will attempt to approximately identify the common name and size of each project affected tree.
29. If a cultural resources site within the project area is determined to be potentially eligible for listing on the NRHP, the resource may require additional assessment (Phase II testing) and coordination to determine official NRHP eligibility. Costs of Phase II testing and Phase III mitigation services are not included as part of this proposal.
30. This scope of services specifically excludes any cultural resources surveys for deep sediment deposits. If the THC requires surveys that require backhoe trenching, these will be conducted as an Additional Service.
31. ENGINEER to rely on the accuracy of all documents and data provided by the OWNER in the performance of the work.
32. ENGINEER assumes that permitting meetings will occur within the Dallas and Fort Worth metroplex. Travel and meetings at headquarters outside of the Dallas and Fort Worth metroplex shall be considered an Additional Service. ENGINEER assumes permits will be approved based on the proposed design.
33. ENGINEER assumes that the creeks would be crossed by horizontal directional drill or tunneling or open cut methods limiting impacts to waters of the U.S. and would meet the terms and conditions of Nationwide Permit 12 or other nationwide permits. No Individual Section 404 Permit, Notification under Nationwide Permit 12, or compensatory mitigation or mitigation plan is included in this scope. If an Individual Permit, notification, or compensatory mitigation plan are required, they would be pursued as an Additional Service.
34. ENGINEER assumes that no presence-absence surveys will be required. If presence-absence surveys or agency coordination are required, they would be pursued as an Additional Service.
35. ENGINEER assumes no backhoe or artifact testing or mitigation of cultural resource sites since significant cultural resource sites can typically be avoided by utility line



projects. If testing or mitigation is required, they will be pursued as an Additional Service.

36. ENGINEER assumes there will be no installation of or modification to metering systems that would require electrical/SCADA design.
37. ENGINEER assumes right-of-way and/or easement acquisition will occur without moving into condemnation proceedings. Right-of-way services do not include appearance before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.

ATTACHMENT B

Item No.	Task Description	PRIME CONSULTANT										SUBCONSULTANT							TOTAL
		\$450	\$360	\$345	\$300	\$315	\$255	\$175	\$190	\$120	LABOR TOTAL	2.86%	Survey/Easements - Spooner	SUF - CobbFendley	Geotechnical - Geotex	Environmental - IES	10% Markup		
		Project Principal	Technical Advisor	QA/QC Engineer	Sr. Engineer / Project Manager	Project Engineer	Design Engineer	Staff Engineer	Sr. Technician	Admin		Expenses							
Basic Services																			
1.0	Project Management																		
1.1.1	Project Planning: Develop project work plan and detailed resource plan.	2.0			8.0						\$ 3,300	\$ 99					\$ -		
1.1.2	Team Management: Lead, manage and direct design team activities. Communicate internally among team members and sub consultants. Task, schedule and allocate team resources.	2.0			12.0						\$ 4,500	\$ 135					\$ -		
1.1.3	Quality Assurance: Ensure quality control is practiced in performance of the work by both the design team and sub-consultants.	2.0		12.0							\$ 5,040	\$ 151					\$ -		
1.2.1	Pre-Design Kickoff Meeting: Attend a pre-design project kickoff meeting or conference call with OWNER staff to confirm and clarify scope and to understand OWNER objectives and Project requirements. It is assumed that the OWNER will ensure that appropriate personnel from the planning, engineering, inspection, and/or operation departments are present at the pre-design kickoff meeting.	4.0	4.0		4.0			4.0			\$ 5,140	\$ 154					\$ -		
1.2.2	OWNER Meetings: ENGINEER will arrange for and participate in meetings or conference calls with OWNER throughout the design phase with a formal discussion to exchange ideas, make critical decisions, or discuss preferences with operations staff. These meetings are generally intended to be conducted during the corridor study and alignment study. In addition to the formal meetings, ENGINEER will arrange for informal regular status update meetings (via conference call) with the OWNER's project manager on a bi-weekly basis.	8.0			60.0		40.0	40.0			\$ 38,800	\$ 1,164					\$ -		
1.2.3	Developer Coordination Meetings: Conduct coordination meetings or conference calls with Robson Ranch, Hunter Ranch, and Cole Ranch (both formal and informal) to discuss alignments and easement acquisition of proposed pipeline. These meetings are generally intended to be conducted at project onset, during the alignment study, and during easement acquisition.				20.0		20.0	20.0	20.0		\$ 18,400	\$ 552					\$ -		
1.2.4	Permitting Entity Coordination Meetings: Conduct coordination meetings or conference calls with the permitting entities to determine permit constraints for the selected alignment and necessary variances. The anticipated meetings include meetings with TCEQ.				12.0		12.0	20.0	12.0		\$ 12,440	\$ 373					\$ -		
1.2.5	Utility Coordination: ENGINEER will prepare and maintain an updated utility contact list and will coordinate with the Utility Owners to provide the latest updates which include plans, exhibits, schedules and ROW information as necessary. ENGINEER will also work with the Utility Owners and the design team to plan for any test holes needed to verify utility horizontal or vertical alignments. ENGINEER will hold utility meetings as needed, assuming there will be 2 group meetings with the utility owners and the design team.				4.0		4.0	8.0		8.0	\$ 4,580	\$ 137					\$ -		
1.2.6	Monthly Invoices: Prepare invoices and submit monthly				15.0					15.0	\$ 6,300	\$ 189					\$ -		
1.2.7	Monthly Progress Reports: Prepare monthly progress reports through all phases of design.				6.0			12.0			\$ 3,900	\$ 117					\$ -		
1.2.8	Project Schedule: Prepare and submit a baseline Project Schedule at project kick-off and a Project Schedule updates with each invoice (approximately monthly).			2.0	2.0			8.0			\$ 2,690	\$ 81					\$ -		
1.3	Right-of-Entry: ENGINEER will prepare a list of landowners based on deed research and mail letters requesting rights-of-entry onto property. If access cannot be obtained, then OWNER will be asked for assistance in obtaining rights-of-entry.				4.0			8.0		4.0	\$ 3,080	\$ 92					\$ -		
1.4	Funding Assistance : ENGINEER will assist OWNER in preparing applications and supporting documents for governmental grants, loans, or planning advances and providing data for detailed applications. It is anticipated that OWNER will pursue WIFIA and CWSRF funding.				20.0			40.0		20.0	\$ 15,400	\$ 462					\$ -		
Subtotal Task 1.0 - Project Management		18.0	4.0	14.0	167.0	-	76.0	160.0	32.0	47.0	\$ 123,570	\$ 3,707	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,277
2.0	Lift Station																		
2.1	Preliminary Design (30%)																		
2.1.1	Document Review: Review historical documents, property documents and other available documents to identify existing conditions, property status, and current/projected flows for the facility. Obtain and review analogous LS operational data from the OWNER.		4.0					12.0			\$ 3,540	\$ 106					\$ -		
2.1.2	Kickoff Meeting: Attend a project kick-off meeting with the City. Review findings and recommendations of aforementioned documentation, and discuss key design decisions, desired operational features, any additional items to be examined and/or considered as part of the McGary LS project and obtain guidance to develop the project basis of design	4.0	4.0		4.0	4.0					\$ 5,700	\$ 171					\$ -		
2.1.3	Design Concept Review: Conduct an internal design concept review (DCR) meeting that allows senior technical staff to share ideas to meet/exceed project objectives, verify fulfillment of project requirements and mitigate potential project risks. Facilitate a design concept review meeting with the OWNER to discuss information identified during the internal DCR and solicit the OWNER's input to guide the project direction.	4.0	8.0	2.0	8.0	16.0		8.0			\$ 14,210	\$ 426					\$ -		
2.1.4	Basis of Design: Prepare the project Basis of Design using the information and input identified during DCR. The Basis of Design will identify the required design parameters and will be provided to the OWNER for review and concurrence.		2.0		2.0	12.0		8.0			\$ 6,500	\$ 195					\$ -		
2.1.5	Risk Assessment: Perform a project risk assessment to identify potential risks (including schedule delays) and develop mitigation strategies to address the risks.	2.0	2.0		4.0	4.0		4.0			\$ 4,780	\$ 143					\$ -		
2.1.6	Risk Assessment Workshop: Conduct a risk assessment workshop with the OWNER to ensure appropriate risks are included and mitigation strategies are consistent with the OWNER's desires.	4.0	4.0		4.0	4.0					\$ 5,700	\$ 171					\$ -		
2.1.7	Lift Station Hydraulic Evaluation: Perform an evaluation of the proposed West LS, including hydraulics associated with the force main to identify potential issues with immediate and long-term capacity. The potential need and operation of single and dual force mains may be considered.		2.0	4.0	12.0			40.0			\$ 12,700	\$ 381					\$ -		
2.1.8	Sewershed Modeling: Perform an update to the OWNER's existing wastewater model for the West LS sewer shed ((OWNER Sewershed designation) based on 20XX Water and Wastewater Condition and Capacity Assessment Studies) utilizing Bentley's SewerGEMS.	8.0		8.0	18.0	40.0		80.0			\$ 38,360	\$ 1,151					\$ -		
2.1.9	Design Alternatives: Develop design alternatives to accomplish the project objectives/requirements and that incorporate the identified risk mitigation strategies.		2.0		2.0	4.0		4.0			\$ 3,280	\$ 98					\$ -		
2.1.10	Design Alternatives Meeting: Meet with the OWNER to present the design alternatives, receive OWNER input, identify OWNER preferences, and verify alternatives that will be further evaluated.	4.0	4.0		4.0	4.0					\$ 5,700	\$ 171					\$ -		
2.1.11	Preliminary Design Report: ENGINEER will prepare Preliminary Design Report (PDR)	6.0	8.0	4.0	16.0	24.0		80.0	16.0		\$ 36,360	\$ 1,091					\$ -		
2.1.12	Prepare 30% Bid Specifications	2.0	8.0	4.0	6.0	24.0		24.0			\$ 18,720	\$ 562					\$ -		
2.1.13	Prepare 30% Bid Drawings	2.0	8.0	4.0	6.0	24.0		24.0	60.0		\$ 30,120	\$ 904					\$ -		
2.1.14	Compile and Submit 30% Bid Package for CMAR				4.0	4.0		8.0	8.0		\$ 5,380	\$ 161					\$ -		

ATTACHMENT B

Item No.	Task Description	PRIME CONSULTANT								SUBCONSULTANT							TOTAL
		\$450 Project Principal	\$360 Technical Advisor	\$345 QA/QC Engineer	\$300 Sr. Engineer / Project Manager	\$315 Project Engineer	\$255 Design Engineer	\$175 Staff Engineer	\$190 Sr. Technician	\$120 Admin	LABOR TOTAL	2.86% Expenses	Survey/Easements - Spooner	SUE - CobbFendley	Geotechnical - Geotex	Environmental - IES	
2.2	Detailed Design (60%)									\$ -							
2.2.1	60% Construction Drawings: Prepare applicable construction drawings, including drawings, sections, and details, for all design disciplines.	2.0	2.0	12.0	32.0	80.0		60.0	160.0	\$ 81,460	\$ 2,444						\$ -
2.2.2	OWNER Specifications: ENGINEER will prepare required Front-End and technical specifications for the project. If an alternative bid strategy is recommended, ENGINEER will develop technical specifications and instructions to bidders matching the appropriate methodology.	2.0	2.0	6.0	24.0	24.0		60.0		\$ 28,950	\$ 869						\$ -
2.2.3	Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare 60% OPCC.				8.0	8.0		8.0	4.0	\$ 7,080	\$ 212						\$ -
2.2.4	Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the submittal and develop comments.		8.0							\$ 2,880	\$ 86						\$ -
2.2.5	Review Comments: OWNER will consolidate submittal review comments and provide to ENGINEER. ENGINEER will incorporate OWNER comments into subsequent submittals or prepare a written response of additional information needed or discussion suggested.	1.0	1.0		4.0			4.0		\$ 2,710	\$ 81						\$ -
2.2.6	CMAR Review Comments: Facilitate and attend comment resolution meeting with CMAR to discuss constructability and value engineering opportunities.		4.0		4.0	4.0				\$ 3,900	\$ 117						\$ -
2.2.7	CMAR RFIs: Catalog and respond to CMAR requests for information throughout final design (Assume 5 RFIs).		2.0		5.0	5.0				\$ 3,795	\$ 114						\$ -
2.2.8	Submittal Review: Catalog and respond to CMAR material submittals during design to facilitate accelerated construction timeline (Assume 5 Submittals).				5.0	10.0				\$ 4,650	\$ 140						
2.3	Pre-Final Design (90%)																
2.3.1	90% Construction Drawings: ENGINEER will prepare construction drawings for the lift station consisting of all elements identified in the Detailed Design (60%) Documents and will address all previously received OWNER comments.	2.0	2.0	8.0	24.0	80.0		60.0	120.0	\$ 70,080	\$ 2,102						\$ -
2.3.2	90% Specifications: ENGINEER will update required Front-End and technical specifications for the project consistent of all elements identified in the Detailed Design (60%) Documents and will address all previously received OWNER comments.	2.0	2.0	6.0	16.0	16.0		40.0		\$ 20,530	\$ 616						\$ -
2.3.3	OPCC: ENGINEER will prepare 90% OPCC.				8.0	8.0		8.0	4.0	\$ 7,080	\$ 212						\$ -
2.3.4	Review Comments: OWNER will consolidate 90% submittal review comments and provide to ENGINEER.	1.0	1.0		4.0			4.0		\$ 2,710	\$ 81						\$ -
2.3.5	Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the 90% submittal and develop comments.		8.0							\$ 2,880	\$ 86						\$ -
2.3.6	CMAR Review Comments: Facilitate and attend comment resolution meeting with CMAR to discuss constructability and value engineering opportunities.		4.0		4.0	4.0				\$ 3,900	\$ 117						\$ -
2.4	Final Design (100%) Bid Documents									\$ -							
2.4.1	100% Construction Drawings: ENGINEER will prepare construction drawings for the pipeline consisting of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.	2.0	2.0	8.0	20.0	24.0		40.0	48.0	\$ 34,060	\$ 1,022						\$ -
2.4.2	100% Specifications: ENGINEER will finalize required Front-End and technical specifications for the project consistent of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.	2.0	2.0	4.0	8.0	16.0		16.0		\$ 13,240	\$ 397						\$ -
2.4.3	OPCC: ENGINEER will prepare 100% OPCC.				4.0	4.0		4.0	2.0	\$ 3,540	\$ 106						\$ -
Subtotal Task 2.0 - Lift Station		50.0	96.0	70.0	260.0	447.0	-	596.0	422.0	-	\$ 484,495	\$ 14,535	\$ -	\$ -	\$ -	\$ -	\$ 499,030
3.0	Force Main and Gravity Mains																
3.1	Preliminary Design (30%)																
3.1.1	Pipeline Alignment Study: The pipeline alignment study will be completed in a series of technical memos establishing criteria, comparing alternatives, and making recommendations based on the description written in this section. The volume of final technical memorandums will serve as the project Preliminary Design Report. The final volume will include an executive summary.			1.0	2.0	8.0				\$ 3,465	\$ 104						\$ -
3.1.1.1	Project Alternatives Mapping: ENGINEER will develop alternatives by mapping available data for environmentally sensitive areas, topographic features, available parcel data, NCTCOG available data including digital ortho, aerial mapping and other significant alignment information on color aerial, NCTCOG topo or another appropriate base map. ENGINEER will overlay up to four (4) alternative alignments on the project corridor mapping. These maps are anticipated to be a roll plot style presentation at a scale of approximately 1" = 1,000'. The scale may be adjusted during development for accuracy or readability purposes if necessary.		2.0	2.0	16.0	40.0		16.0		\$ 21,610	\$ 648						\$ -
3.1.1.2	ENGINEER will conduct site visits (staying within public right-of-way) to evaluate alignment alternatives.				12.0	12.0				\$ 7,380	\$ 221						\$ -
3.1.1.3	Easements and Public Impacts: ENGINEER will identify the easement sizing (permanent and temporary) and prepare a list of probable easement requests stating landowners and size for the alternate alignments. This will consider the proposed developments within the alignment.				8.0			12.0	12.0	\$ 6,780	\$ 203						\$ -
3.1.1.4	Alignment Selection: ENGINEER will create a report comparing the alignments evaluated, easements, and hydraulics. The memorandum will include a recommendation for the alignment to advance to survey.			4.0	10.0	20.0				\$ 10,680	\$ 320						\$ -
3.1.1.5	Pipeline Materials: ENGINEER will identify alternate materials available for the proposed pipeline corridor and recommend up to three (3) materials for design and bidding for OWNER approval. This is anticipated to include FRP, PVC, and HDPE, depending on size.		2.0	2.0	2.0	4.0				\$ 3,270	\$ 98						\$ -
3.1.2	30% Plan Drawings Preparation: ENGINEER will create plan view background drawings along the selected alignment using the latest available aerial imagery from Nearmap. ENGINEER will provide sketches and drawings showing the final horizontal plan view alignment and preliminary profile views (based on surveyed topography) of the approved pipeline alignment. These maps are anticipated to be a stripmap style presentation in a scale of approximately 1" = 20'.		2.0	8.0	20.0		80.0	80.0		\$ 38,680	\$ 1,160						\$ -
3.1.3	Specification Preparation: ENGINEER will obtain OWNER furnished front-end documents. ENGINEER will prepare submit preliminary technical specifications table of contents for the anticipated project manual along for review by the OWNER.			2.0	8.0			8.0		\$ 4,490	\$ 135						\$ -
3.1.4	Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare a preliminary OPCC.			1.0	1.0	2.0		2.0	-	\$ 1,625	\$ 49						\$ -
3.1.5	Review Comments: OWNER will consolidate submittal review comments and provide to ENGINEER. ENGINEER will incorporate OWNER comments into subsequent submittals or prepare a written response of disagreement.			2.0	8.0			8.0		\$ 4,490	\$ 135						\$ -
3.1.6	Constructability Review: ENGINEER will conduct a field Constructability Review, with representatives of OWNER, to walk the project and identify construction and/or design challenges. ENGINEER will summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.				6.0	6.0			2.0	\$ 4,070	\$ 122						\$ -

ATTACHMENT B

Item No.	Task Description	PRIME CONSULTANT									SUBCONSULTANT							TOTAL
		\$450 Project Principal	\$360 Technical Advisor	\$345 QA/QC Engineer	\$300 Sr. Engineer / Project Manager	\$315 Project Engineer	\$255 Design Engineer	\$175 Staff Engineer	\$190 Sr. Technician	\$120 Admin	LABOR TOTAL	2.86% Expenses	Survey/Easements - Spooner	SUE - CobbFendley	Geotechnical - Geotex	Environmental - IES	10% Markup	
3.2	Detailed Design (60%)										\$ -							
3.2.1	60% Construction Drawings: ENGINEER will prepare construction drawings for the pipelines that will generally include: Cover Sheet Overall Sheet Layout Overall Hydraulic Profile Easement Sheets General Notes Sheets Plan and Profile Drawings General Details: Tunnel Design and Special Details: Erosion Control Plans and Details Traffic Control Plans and Details Interconnection Concept Design		8.0	32.0	80.0		240.0	160.0		\$ 110,320	\$ 3,310						\$ -	
3.2.2	OWNER Specifications: ENGINEER will prepare required Front-End and technical specifications for the project. If an alternative bid strategy is recommended, ENGINEER will develop technical specifications and instructions to bidders matching the appropriate methodology.		8.0	16.0	80.0		80.0			\$ 46,400	\$ 1,392						\$ -	
3.2.3	Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare 60% OPCC.			4.0	4.0		8.0			\$ 3,980	\$ 119						\$ -	
3.2.4	Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the submittal and develop comments.				8.0	8.0				\$ 4,920	\$ 148						\$ -	
3.2.5	Review Comments: OWNER will consolidate submittal review comments and provide to ENGINEER. ENGINEER will incorporate OWNER comments into subsequent submittals or prepare a written response of additional information needed or discussion suggested.			4.0	8.0		12.0			\$ 5,880	\$ 176						\$ -	
3.3	Pre-Final Design (90%)									\$ -								
3.3.1	90% Construction Drawings: ENGINEER will prepare construction drawings for the pipeline consisting of all elements identified in the Detailed Design (60%) Documents and will address all previously received OWNER comments.		8.0	40.0	80.0	180.0	180.0	260.0	100.0	\$ 207,780	\$ 6,233						\$ -	
3.3.2	90% Specifications: ENGINEER will update required Front-End and technical specifications for the project consistent of all elements identified in the Detailed Design (60%) Documents and will address all previously received OWNER comments.		8.0	24.0	80.0	40.0	20.0			\$ 52,860	\$ 1,586						\$ -	
3.3.3	OPCC: ENGINEER will prepare 90% OPCC.			4.0	4.0	8.0		2.0		\$ 5,480	\$ 164						\$ -	
3.3.4	Review Comments: OWNER will consolidate 90% submittal review comments and provide to ENGINEER.			2.0	8.0	8.0	8.0			\$ 7,650	\$ 230						\$ -	
3.3.5	Workshop: ENGINEER will attend a workshop hosted by the OWNER to review the 90% submittal and develop comments.				4.0	4.0		2.0		\$ 2,840	\$ 85						\$ -	
3.4	Final Design (100%) Bid Documents									\$ -								
3.4.1	100% Construction Drawings: ENGINEER will prepare construction drawings for the pipeline consisting of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.		4.0	40.0	40.0	80.0	120.0	80.0	60.0	\$ 108,440	\$ 3,253							
3.4.2	100% Specifications: ENGINEER will finalize required Front-End and technical specifications for the project consistent of all elements identified in the Pre-Final Design (90%) Documents and will address all previously received OWNER comments.		4.0	16.0	40.0	60.0	20.0			\$ 42,960	\$ 1,289						\$ -	
3.4.3	OPCC: ENGINEER will prepare 100% OPCC.			4.0	4.0	12.0				\$ 6,360	\$ 191						\$ -	
Subtotal Task 3.0 - Force Main and Gravity Mains		-	46.0	208.0	533.0	492.0	348.0	806.0	418.0	-	712,410	\$ 21,372	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 733,782
4.0	Bid Phase Services																	
4.1	Prepurchase Package: The purpose of the prepurchase package is to allow the OWNER to procure long lead-time items that would affect project delivery schedule if otherwise bid as part of the final design package. The long lead-time items will be identified during Preliminary Design and confirmed with the OWNER.		4.0		16.0	4.0		16.0		2.0	\$ 10,540	\$ 316					\$ -	
4.1.1	Technical Specifications: Prepare applicable technical specifications (Divisions 1 – 46) and technical data sheets (Division 11 only) using LAN-standard technical specification documents needed for prepurchase of selected equipment.			6.0	8.0						\$ 4,470	\$ 134					\$ -	
4.1.2	Front End Specifications: Prepare contract documents (Division 0, including Bid Form) using OWNER-provided standard contract documentation. NOTE: OWNER to provide Division 0 Specifications related to the bidding for revisions in coordination with Legal.			6.0	8.0						\$ 4,470	\$ 134					\$ -	
4.2	Invitation to Bid: ENGINEER will provide support for up three (3) bid events associated with the project. ENGINEER to coordinate bid letting date, time, and place with OWNER and prepare final invitation to Bid. ENGINEER to assist and advise OWNER in placing advertisements of the Invitation to Bid.	-	-	-	8.0		-	16.0	8.0	-	\$ 6,720	\$ 202					\$ -	
4.3	Pre-Bid Conference: ENGINEER to assist the OWNER at one (1) pre-bid conference.	-	8.0	-	8.0		-	12.0	4.0	-	\$ 8,140	\$ 244					\$ -	
4.4	Addenda: ENGINEER to respond to questions presented during the bid phase in the form of addenda to the construction contract documents when required and agreed upon with the OWNER.	4.0	8.0	8.0	40.0		-	40.0	4.0	-	\$ 27,200	\$ 816					\$ -	
4.5	Bid Tabulation and Review: ENGINEER to assist OWNER during bid opening, making a preliminary tabulation of bids and reviewing questionnaires and bids for completeness. ENGINEER to review and evaluate qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. Review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. ENGINEER to prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to OWNER concerning contract award.	-	2.0	2.0	12.0		-	16.0	-	-	\$ 7,810	\$ 234					\$ -	
4.6	Conformed Documents: ENGINEER to prepare and distribute Conformed Documents, incorporating all addenda. Conformed specifications will include review of contractor's bonds, furnishing to the Contractor unsigned construction contract documents, and transmitting the construction contract documents to OWNER for signature and distribution.		2.0		2.0			16.0	16.0	4.0	\$ 7,640	\$ 229					\$ -	
Subtotal Task 4.0 - Bid Phase Services		4.0	24.0	22.0	102.0	4.0	-	116.0	32.0	6.0	\$ 76,990	\$ 2,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,300
TOTAL FEE (BASIC SERVICES)											\$ 1,397,465	\$ 41,924	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,439,389

Item No.	Task Description	PRIME CONSULTANT										SUBCONSULTANT							TOTAL
		\$450	\$360	\$345	\$300	\$315	\$255	\$175	\$190	\$120	LABOR TOTAL	2.86%	Survey/Easements - Spooner	SUE - CobbFendley	Geotechnical - Geotex	Environmental - IES	10% Markup		
		Project Principal	Technical Advisor	QA/QC Engineer	Sr. Engineer / Project Manager	Project Engineer	Design Engineer	Staff Engineer	Sr. Technician	Admin		Expenses							
Special Services																			
5.0	Right-of-Way Services																		
	Project Administration (10 Months)										\$ 135,000	\$ 4,050						\$ -	
	Negotiation (11 Parcels)										\$ 191,400	\$ 5,742						\$ -	
	Appraisals (11 Parcels)										\$ 71,500	\$ 2,145						\$ -	
	Title Policy (11 Parcels)										\$ 27,500	\$ 825						\$ -	
	Appraisal Reports (11 Parcels)										\$ 22,000	\$ 660						\$ -	
	Testimony (3 Parcels)										\$ 18,000	\$ 540						\$ -	
	Advanced Negotiation (3 Parcels)										\$ 16,500	\$ 495						\$ -	
	Condemnation Support (3 Parcels)										\$ 30,900	\$ 927						\$ -	
	Relocation (personal property) (3 Parcels)										\$ 10,500	\$ 315						\$ -	
Subtotal Task 5.0 - Right-of-Way Services		-	-	-	-	-	-	-	-	-	\$ 523,300	\$ 15,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 538,999
6.0	Environmental Services																		
6.1	Phase I Cultural Resources Pedestrian Survey															\$ 18,000	\$ 1,800		
6.2	Additional Archeological Site Evaluation (if required): 6.2.1 It is assumed that there will be no archeological sites will be encountered during Task 6.1. If there is an archeological site encountered during the survey, this task will be required to delineate, evaluate, and document each additional resource within the technical report. This task will be invoiced on a per site basis at the rate identified.															\$ 2,800	\$ 280		
6.3	Deed Title Research (if required): 6.3.1 Due to a lack of historic-age (50 years in age or older) residences and farmsteads being located within or adjacent to the project area, this task is not anticipated to be required. However, if a historic-period archeological site is encountered, deed title research may be required to determine if the site was associated with any historically significant individuals or historical events that would qualify the site for NRHP eligibility under Criteria A and B of the NRHP.															\$ 2,500	\$ 250		
6.4	Delineation of Waters of the United States: ENGINEER will provide professional services to delineate all waters of the United States, including wetlands, at the specified project site. ENGINEER's wetland ecologist will delineate the jurisdictional limits of the streams, and any on-channel ponds based on 33 CFR 328.3(e). Delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual, the Great Plains Regional Supplement, and current Regulatory Guidance Letters. ENGINEER will record the boundaries of any potential jurisdictional waters with a sub-meter accurate Global Positioning System and on field maps that will be digitized for illustrations and calculations. This delineation map will be provided to the OWNER. 6.4.1 The deliverable for this task is a letter report that summarizes the delineation of the site															\$ 4,200	\$ 420		
6.5	Protected Species Habitat Assessment: This effort will include: 6.5.1 Coordinating with USFWS to determine the species listed in Denton County, habitat surveys for listed protected species and a report presenting the findings of the surveys. Research of available data will determine the listed species and their preferred habitat. 6.5.2 A brief letter report will be prepared summarizing the results of the survey. Specifically, the report will describe the habitats present on the site, the protected species that are listed in Denton County and their preferred habitats, and an evaluation of whether or not this preferred habitat is present on the site. 6.5.3 Species-specific surveys will not be covered in this scope of services, since they require substantial time throughout particular seasons using specific protocols. Habitat surveys are designed to determine whether the site contains preferred protected species habitat and the likelihood of the presence of that species.															\$ 3,000	\$ 300		
6.6	Section 404/Nationwide Permit Assessment: ENGINEER will utilize a previously conducted delineation to evaluate the proposed site plan to determine compliance with Section 404 of the CWA, specifically the NWP program. ENGINEER will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next ENGINEER will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, ENGINEER will document how the proposed project complies with each of these conditions. ENGINEER will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.															\$ 1,500	\$ 150		
Subtotal Task 6.0 - Environmental Services		-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,000	\$ 3,200	\$ 35,200	

ATTACHMENT B

Item No.	Task Description	PRIME CONSULTANT								SUBCONSULTANT								TOTAL
		\$450 Project Principal	\$360 Technical Advisor	\$345 QA/QC Engineer	\$300 Sr. Engineer / Project Manager	\$315 Project Engineer	\$255 Design Engineer	\$175 Staff Engineer	\$190 Sr. Technician	\$120 Admin	LABOR TOTAL	2.86% Expenses	Survey/Easements - Spooner	SUE - CobbFendley	Geotechnical - Geotex	Environmental - IES	10% Markup	
7.0	Geotechnical Engineering																	
7.1-7.3	Field Services: ENGINEER will conduct a subsurface investigation program for no more than nineteen (19) borings at an average of 20 feet in depth along the pipeline alignment and one (1) boring at a depth of 50 feet at the lift station site. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field. Laboratory Services: ENGINEER will conduct Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, and strength properties of the subsurface materials, and to provide data for analysis. Engineering Analysis and Report: ENGINEER will present data obtained from the field investigation and laboratory in a geotechnical data report.				4.0		8.0			\$ 2,600				\$ 24,900		\$ 2,490		
	Clearing for boring access (per day basis, 1 day anticipated)													\$ 2,200		\$ 220		
Subtotal Task 7.0 - Geotechnical Engineering		-	-	-	4.0	-	8.0	-	-	\$ 2,600	\$ -	\$ -	\$ -	\$ 27,100	\$ -	\$ 2,710	\$ 32,410	
8.0	Subsurface Utility Engineering																	
8.1	QL "D" SUE				2.0		4.0			\$ 1,300			\$ 1,000			\$ 100		
8.2	QL "B" SUE (per day basis, 3.5 days)									\$ -			\$ 9,625			\$ 963		
8.2	Survey QL "B" SUE (per day basis, 2 days)									\$ -			\$ 4,400			\$ 440		
8.3	QL "A" SUE (per day basis, 3.5 days)				2.0		4.0			\$ 1,300			\$ 13,650			\$ 1,365		
8.3	Survey QL "A" SUE (per day basis, 1 day)									\$ -			\$ 2,200			\$ 220		
8.3	Coring/sawcutting and repairing pavement, up to 5 locations									\$ -			\$ 1,500			\$ 150		
Subtotal Task 8.0 - Subsurface Utility Engineering		-	-	-	4.0	-	8.0	-	-	\$ 2,600	\$ -	\$ -	\$ 32,375	\$ -	\$ -	\$ 3,238	\$ 38,213	
9.0	Survey																	
9.1	Topographic Survey: Survey will horizontally and vertically locate visible surface features within the project area as shown in the OWNER-provided Project exhibit.											\$ 85,280				\$ 8,528		
9.2	Right-of-Way and Easement Instruments: Prepare metes and bounds descriptions with accompanying map exhibit for permanent and temporary instruments on a per instrument basis (up to 15).											\$ 22,425				\$ 2,243		
Subtotal Task 9.0 - Survey		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ 107,705	\$ -	\$ -	\$ -	\$ 10,771	\$ 118,476	
10.0	Construction Phase Services																	
10.1	Attend and participate in pre-construction meeting with OWNER and selected general contractor (assume attendance by maximum of two (2) ENGINEER representatives).				4.0	4.0				\$ 2,460	\$ 74					\$ -		
10.2	Review submittals delivered to ENGINEER by the selected general contractor for compliance and conformance with the contract documents (assume review of a maximum of 100 submittals, including re-submittal documents). Post formal written review responses in electronic format (PDF) via designated project FTP site for selected general contractor's use. Maintain submittal log, including current record of the submittals delivered and the status of the review of those submittals.		4.0	8.0	100.0	20.0	20.0	200.0		\$ 80,600	\$ 2,418					\$ -		
10.3	Review requests for information (RFI) by the selected general contractor (assume review of a maximum of 30 RFI) and prepare a response to the RFI providing interpretation of the contract documents. Inform OWNER of RFI, as well as ENGINEER's proposed response and recommended selected general contractor action, if applicable. Maintain RFI log, including current record of the RFIs received and the status of the response to those RFI.		4.0	8.0	30.0	30.0	30.0	60.0		\$ 40,800	\$ 1,224					\$ -		
10.4	Review change order requests by the selected general contractor (assume review of a maximum of 5 change orders). Prepare a response to the change order request providing interpretation of the contract documents and comments on the cost items. Inform OWNER of change order request, as well as ENGINEER's proposed response, including recommended acceptance or rejection of the proposed change order request by the OWNER (assume OWNER will be responsible for formally processing all accepted change orders). Maintain change order log, including current record of the change orders received, as well as the status and cost of all accepted change orders.		4.0	2.0	20.0	10.0	10.0			\$ 13,830	\$ 415					\$ -		
10.5	Review monthly applications for payment by selected general contractor following review by OWNER's designated onsite representative responsible for day-to-day construction observation (assume review of a maximum of 24 applications for payment). Provide comments, if applicable, and/or recommendation of payment by OWNER for items completed (assume OWNER will be responsible for formally processing all approved applications for payment). Maintain record of payments made to date, retainage amount, number and value of any change orders, any changes in the contract duration.				12.0	6.0	6.0			\$ 7,020	\$ 211					\$ -		
10.6	Attend monthly construction progress meetings (assume a maximum of 24 construction progress meetings will be held and that a maximum of two (2) ENGINEER representatives will attend each meeting).				72.0	36.0		36.0		\$ 39,240	\$ 1,177					\$ -		
10.7	Attend substantial completion walk-through with OWNER and selected general contractor (assume attendance by maximum of four (4) ENGINEER representatives).	4.0		4.0	12.0	12.0				\$ 10,560	\$ 317					\$ -		
10.8	Prepare comprehensive punch list of action items to be completed by the selected general contractor, based on issues identified during the substantial completion walk-through. Distribute electronic (PDF) punch list to OWNER, OWNER's designated onsite representative and selected general contractor.			2.0	4.0	8.0				\$ 4,410	\$ 132					\$ -		
10.9	Attend final completion walk-through and verify that all punch list items have been addressed by selected construction contractor (assume attendance by maximum of four (4) ENGINEER representatives).	4.0		4.0	8.0	8.0				\$ 8,100	\$ 243					\$ -		
10.10	Confirm that all items required under the terms of the contract as a condition of final payment issuance, including operation and maintenance manuals and as-built drawing markups, have been provided by selected general contractor. Recommend processing of final payment by OWNER.			2.0	4.0	4.0				\$ 3,150	\$ 95					\$ -		
10.11.1	Prepare construction as-built drawings using electronic redline drawings provided monthly by the selected general contractor. Submit as-built drawings to OWNER (provide one (1) full-size drawing set and electronic (PDF) file of all drawings on CD).			4.0	8.0	20.0	20.0	20.0	20.0	\$ 22,480	\$ 674					\$ -		
10.11.2	Prepare and submit project "Completion Notification" to TCEQ in accordance with prevailing Chapter 217 criteria (§217.13).				4.0	4.0			2.0	\$ 2,700	\$ 81					\$ -		
Subtotal Task 10.0 - Construction Phase Services		8.0	12.0	34.0	278.0	162.0	86.0	316.0	20.0	2.0	\$ 235,350	\$ 7,061	\$ -	\$ -	\$ -	\$ -	\$ 242,411	
11.0	Additional Services at Request of City of Denton																	
Subtotal Task 11.0 - Additional Services at Request of City of Denton										\$ 100,000							\$ 100,000	
TOTAL FEE (SPECIAL SERVICES)											\$ 863,850	\$ 22,760	\$ 107,705	\$ 32,375	\$ 27,100	\$ 32,000	\$ 19,919	\$ 1,105,709
Other Services																		
TOTAL FEE (OTHER SERVICES)											\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FEE (BASIC + SPECIAL SERVICES)											\$ 2,261,315	\$ 64,684	\$ 107,705	\$ 32,375	\$ 27,100	\$ 32,000	\$ 19,919	\$ 2,545,098
TOTAL FEE (BASIC + SPECIAL + OTHER SERVICES)											\$ 2,261,315	\$ 64,684	\$ 107,705	\$ 32,375	\$ 27,100	\$ 32,000	\$ 19,919	\$ 2,545,098

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

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

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

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

Lockwood, Andrews & Newman, Inc.

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

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

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

N/A

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

N/A

4 ☒ **I have no Conflict of Interest to disclose.****5**

DocuSigned by:

Justin Reeves

12/1/2025

Signature of Vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 58E51D39-186F-4FAF-89D7-015798685483

Status: Sent

Subject: Please DocuSign: City Council Contract 8213-008 Robson West Lift Station

Source Envelope:

Document Pages: 59

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

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Location: DocuSign

11/25/2025 11:46:35 AM

erica.garcia@cityofdenton.com

Signer Events

Signature

Timestamp

Erica Garcia

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Sent: 11/25/2025 11:59:37 AM

erica.garcia@cityofdenton.com

Viewed: 11/25/2025 11:59:46 AM

Senior Buyer

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City of Denton

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Lori Hewell



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lori.hewell@cityofdenton.com

Viewed: 11/25/2025 4:55:51 PM

Purchasing Manager

Signed: 11/25/2025 4:57:20 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush



Sent: 11/26/2025 12:17:18 AM

Leah.bush@cityofdenton.com

Viewed: 12/1/2025 8:53:04 AM

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Accepted: 12/1/2025 8:53:04 AM

ID: 53c06162-27de-4958-b136-c87a1c07d229

Justin Reeves



Sent: 12/1/2025 9:17:19 AM

jreeves@lan-inc.com

Viewed: 12/1/2025 10:10:42 AM

Vice President

Signed: 12/1/2025 10:12:06 AM

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.85.100.173

Electronic Record and Signature Disclosure:

Accepted: 11/13/2025 9:05:09 PM

ID: 492e7b9d-6a1d-40d5-9e1e-9160ebc3f004

Signer Events	Signature	Timestamp
Stephen D Gay stephen.gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None)	<div>Signed by:  FEB48BB9726E4A9...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 12/1/2025 10:12:10 AM Viewed: 12/2/2025 7:50:27 AM Signed: 12/2/2025 7:53:38 AM

Electronic Record and Signature Disclosure:
Accepted: 12/2/2025 7:50:27 AM
ID: 862b30c8-7ef5-4cd0-9e86-8f02e53cc639

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	Sent: 12/2/2025 7:53:44 AM
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Electronic Record and Signature Disclosure:
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Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ingrid Rex
Ingrid.Rex@cityofdenton.com
Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 11/25/2025 12:01:24 PM
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Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 11/26/2025 12:17:20 AM
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Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/2/2025 7:53:43 AM Viewed: 12/2/2025 2:20:27 PM
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City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Brown David.Brown@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 10/2/2025 10:49:22 AM ID: ae29c722-3235-4146-98a2-e5c5378d30ca		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2025 11:59:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

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

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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