

ORDINANCE NO. 20-1828

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., TO PROVIDE REGULATORY PERMITTING, PROCESS EVALUATION, DESIGN SERVICES AND TEXAS WATER DEVELOPMENT BOARD FUNDING ASSISTANCE IN SUPPORT OF THE LAKE RAY ROBERTS WATER TREATMENT PLANT CAPACITY UPRATE, REGULATORY AND PERFORMANCE UPGRADES PROJECT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 6590-093 – PROFESSIONAL SERVICES AGREEMENT FOR EVALUATION AND DESIGN SERVICES AWARDED TO FREESE AND NICHOLS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,472,700).

WHEREAS, on March 6, 2018, and June 5, 2018, the City Council approved a pre-qualified engineer list (Ordinance 2018-331) 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, 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 is hereby authorized to enter into an agreement with Freese and Nichols, Inc., to provide professional engineering services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

SECTION 3. The City Council of the City of Denton, 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 his designee.

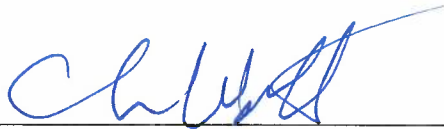
SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

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

The motion to approve this ordinance was made by John Ryan and seconded by Jesse Davis, the ordinance was passed and approved by the following vote [7 - 0]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Chris Watts, Mayor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerard Hudspeth, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keely G. Briggs, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jesse Davis, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Ryan, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deb Armintor, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 22nd day of September, 2020.



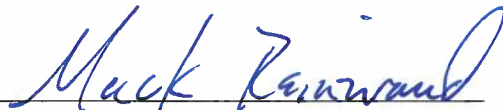
 CHRIS WATTS, MAYOR

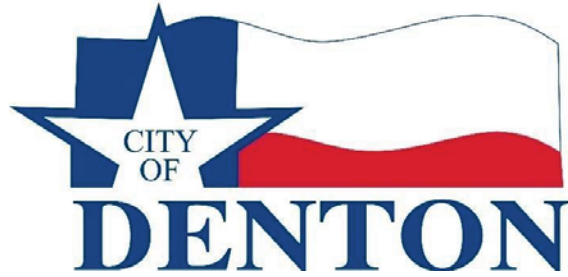
ATTEST:
 ROSA RIOS, CITY SECRETARY

BY: 



APPROVED AS TO LEGAL FORM:
 AARON LEAL, CITY ATTORNEY

BY: 



DocuSign City Council Transmittal Coversheet

PSA	6590-093
File Name	RRWTP CAPACITY UPRATE REGULATORY AND PERFORMANCE UPGRADES
Purchasing Contact	Crystal westbrook
City Council Target Date	September 22, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-1828

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"), and FREESE AND NICHOLS, INC., with its corporate office at 4055 International Plaza, Suite 200, Fort Worth, TX 76109 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: RRWTP Capacity Uprate Regulatory and Performance Upgrades (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 \$1,472,700 in the manner and in accordance with the fee schedule as set forth in Attachment A. 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

Amendments to Section 4, if any, are included in Attachment A.

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; 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 its agents, 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 each accident. 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**

Amendments to Section 5, if any, are included in Attachment A.

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**

Amendments to Section 6, if any, are included in Attachment A.

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.

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.

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 2270 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

Section 2252 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 Chapter 2252, 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. 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/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on 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.

O. 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 18-757 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.

P. 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, Compensation, Project Schedule

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.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
E776C711BA0D454...
City Manager

Date: 9/23/2020

BY:
ENGINEER
FREESE AND NICHOLS, INC.

DocuSigned by:
Scott Hubble
D833E2176FF141F...
Scott Hubble, Vice President

Date: 8/14/2020

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

DocuSigned by:
Frank Pugsley
22943FE13318483...
Signature

Director, Water & Wastewater Utilities

Title

water utilities

Department

Date Signed: 8/17/2020

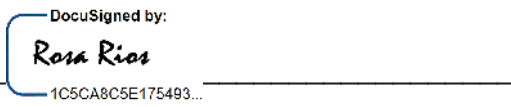
2020-657074

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
Mack Peinwand
7F9D328BF0204E5...

ATTEST:
ROSA RIOS, CITY SECRETARY

By:  DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

ATTACHMENT A**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER**PROJECT UNDERSTANDING

The City of Denton (OWNER) desires to conduct final design, bid phase, and construction phase services for the Rehabilitation of the Lake Ray Roberts Water Treatment Plant (LRRWTP). In August 2019, FNI finalized the *Lake Ray Roberts Water Treatment Plant Regulatory and Performance Upgrades Preliminary Design Report*. This report provided input to the OWNER on the condition of the assets located at the LRRWTP and proposed improvements. Based on discussions with the OWNER, this design project will include the following major work elements as part of the Basic Service:

1. Civil and Yard Piping Improvements
 - a. Install three (3) manholes along the 8-inch drain from the Pre-ozone Contactors to the main plant drain line (24-inch diameter).
 - b. Install one (1) manhole at the 8-inch to 24-inch transition on the drain line from the Pre-ozone Contactors.
 - c. Replace four (4) sedimentation basin drain plug valves and add manholes at their connection to the main plant drain line (24-inch diameter).
 - d. Install additional manholes for pipeline maintenance and cleaning
 - e. Install one (1) manhole along the 8-inch drain from the Intermediate-ozone Contactors to the main plant drain line (24-inch diameter)
 - f. Replace the 24-inch butterfly valve and electric motor actuator on the 24-inch branch to the Main Drain Pump from the 36-WW line between the Filters and the Water Reclamation Basin.
 - g. Install ammonia injection point downstream of the transfer pump station to increase duration of the free chlorine disinfection zone. The ammonia piping will pick up at the existing dosing location and run to the new injection point. The new injection point will not have new piping back to the Ammonia Building, unless the Disinfection Conversion Special Services item is included.
2. Pre-Ozone Contactors (POC)
 - a. Replace four (4) of the six (6) 8-inch plug valves on the POC drain located inside of the POC pipe gallery.
 - b. Design improvements to the ozone destruct system to reduce balancing and over-temperature alarm issues.
 - c. Replace ozone residual sample system with a closed-loop style system to mitigate potential ozone off-gassing and add ambient ozone analyzer in the POC pipe gallery.
 - d. Add a manhole on the POC exterior drain line to provide access for mussel removal.
 - e. Repair minor wall cracking that is resulting in water seepage.
 - f. Replace the lighting at the Pre-ozone Contactors with breakover style poles that facilitate maintenance activities
3. Pumped Diffusion Vault (Rapid Mix)
 - a. Recoat existing raw water piping inside of the Pumped Diffusion Vault.
4. Flow Split Structure
 - a. Replace one (1) 6-inch plug drain valve.
 - b. Repair minor wall cracking that is resulting in water seepage and blast and clean the wall surfaces.

5. Flocculation/Sedimentation Basins
 - a. Replace the chain-and-flight sludge collection system located inside of the two (2) Flocculation/Sedimentation Basins.
 - b. Replace the two (2) existing 12-inch x 12-inch sluice/slide gates, one (1) at each Flocculation/Sedimentation Basin.
 - c. Add two (2) additional 12-inch x 12-inch sluice/slide gates with openings in the existing wall, one (1) at each Flocculation/Sedimentation Basin.
 - d. Replace the four (4) mud valves in Flocculation/Sedimentation Basin No. 1.
 - e. Repair minor wall cracking that is resulting in water seepage at the exterior walls of both Flocculation/Sedimentation Basins.
 - f. Replace portions of failed expansion joints in elevated walkways of both Flocculation/Sedimentation Basins.
 - g. Repair the walkway beam in Flocculation/Sedimentation No. 1 that has a spalled section.
 - h. Repair the cracked launder support beam in Flocculation/Sedimentation Basin No. 2.
 - i. Replace the lighting at the Flocculation/Sedimentation Basins with breakover style poles that facilitate maintenance activities.

6. Intermediate Ozone Contactors (IOC)
 - a. Replace eight (8) of the ten (10) 8-inch drain plug valves located inside of the IOC pipe gallery.
 - b. Replace two (2) 48-inch x 36-inch slide/sluice gates at the IOC effluent channel.
 - c. Based on discussions with the OWNER, the four (4) 20-inch x 20-inch slide/sluice gates at the IOC influent channel are in good condition and do not need to be replaced.
 - d. Replace the blowers associated with the ozone destruct units.
 - e. Design improvements to the ozone destruct system to reduce balancing and over-temperature alarm issues.
 - f. Replace ozone residual sample system with a closed-loop style system to mitigate potential ozone off-gassing and add ambient ozone analyzer in the IOC pipe gallery. Install an ozone residual monitoring location in the last cell of the ozone contactors.
 - g. Repair minor wall cracking that is resulting in water seepage.
 - h. Replace the lighting at the IOC with breakover style poles that facilitate maintenance activities

7. Filters
 - a. Replace eight (8) 12-inch air-scour butterfly valves and electric motor actuators.
 - b. Replace eight (8) 12-inch filter recycle butterfly valves and electric motor actuators.
 - c. Replace eight (8) 18-inch filter influent butterfly valves and electric motor actuators.
 - d. Replace eight (8) 24-inch filter drain butterfly valves and electric motor actuators.
 - e. Replace eight (8) 30-inch filter effluent butterfly valves and electric motor actuators.
 - f. Reconfigure elevated aluminum grating in pipe galleries to improve access to valves and sample ports located below grating.
 - g. Based on discussions with the OWNER, the eight (8) filter flow meters are in good condition and do not need to be replaced.
 - h. Replace the lighting at the Filters with breakover style poles that facilitate maintenance activities

8. Transfer Pump Station
 - a. Replace one (1) transfer pump with a similar size motor and pump.
 - b. The remaining two (2) transfer pumps will remain in service.

- c. The existing 10-ton packaged air conditioning unit that was recommended for replacement will remain in service. The existing VFD exhaust connections and associated louvers shall remain.
9. Ground Storage Tank (Clearwell)
 - a. Repair the section of brick façade that is pulling away from the clearwell.
10. High Service Pump Station
 - a. Add fall protection to the existing ladder to the upper level.
 - b. The existing 30-ton packaged air-conditioning unit serving the electrical room shall remain in service. Replacement is not included in these services.
 - c. The City will replace the hydraulic fluid associated with the hydraulic power unit and hydraulic powered actuators at each of the high service pumps with check valves and pump control valves to comply with the request of the insurance review.
 - d. Replace one (1) damaged pump control valve (ball valve with hydraulic powered actuator).
11. Ozone Building
 - a. Add emergency stops (e-stops) adjacent to the doors to the generation room.
 - b. Develop a strategy to resolve ozone operational programming issues.
 - c. The existing 20-ton packaged air-conditioning unit serving the electrical room and associated ductwork shall remain in service. Replacement is not included in these services.
12. Chlorine and Ammonia Building
 - a. Repair minor cracking.
13. Chlorine and Ammonia Scrubber
 - a. The scrubber will be demolished as part of the disinfection conversion process.
14. Liquid Chemical Storage
 - a. Design new containment structure for the bulk polymer tank and replace the existing bulk polymer tank. The polymer system will be relocated outdoors.
 - b. Replace two (2) caustic recirculation pumps.
 - c. Recoat caustic and ferric sulfate containment areas.
 - d. Repair minor cracking at caustic and ferric sulfate containment areas.
15. Liquid Chemical Feed
 - a. Replace three (3) polymer blending units.
 - b. Replace fluoride piping at chemical feed pumps to injection point.
 - c. Replace caustic piping at chemical feed pumps to injection point.
 - d. Replace ferric sulfate piping at chemical feed pumps to injection point.
16. Chemical Containment Pit
 - a. Replace existing containment pit with cast-in-place concrete basin.
17. Washwater Reclamation Basin
 - a. Replace two (2) vertical turbine pumps with submersible centrifugal pumps.
 - b. Install a third submersible centrifugal pump at the pump station.
 - c. Provide new check valves and isolation valves for the pumps.
 - d. Replace the 36-inch butterfly valve and electric motor operator.

18. Main Drain Sump
 - a. Replace one (1) pump with a smaller pump and provide matching shelf spare pump.
19. Additional Electrical/Instrumentation
 - a. Update the Transfer Switch and Emergency Generators computer interface module computer system.
20. Laboratory Improvements
 - a. Add additional door to the larger laboratory space.
 - b. Add fume hood in the larger laboratory space.
 - c. Add cabinets and counters to the larger laboratory space.
21. Septic System Improvements
 - a. Design improvements to address flooding, sinking/settlement, and wiring.

It is assumed that the geotechnical investigations and reports associated with the previous design and construction efforts are adequate for the design elements described for this Project. Additional geotechnical investigations and reports are not included with the proposed scope.

Advertisement, bid, and construction phase services are not included with this Scope of Services.

The design items proposed within this scope constitute modifications to existing equipment, basins, and structures. In some instances, new structures are proposed; however, they are adjacent to existing structures. It is assumed that topographic survey is not necessary for the proposed design elements. The location of the scoped proposed items will be relative to existing basins and structures.

The following major elements are included as a Special Service and are further defined in the sections below:

1. High Service Pump Station 1000 HP Drive Replacement
 - a. Replace the two (2) existing medium-voltage (4160 VAC), 1000 HP soft-starters with two (2) medium-voltage variable frequency drives. The existing pump motors are each 1000 HP.
 - b. The two (2) medium-voltage variable frequency drives will be located in a new structure with air conditioning.
 - c. The existing SCADA cabinet and PLC will be reused.
2. Solids Handling Evaluation
 - a. To assist the OWNER with handling of the solids at the LRRWTP, evaluate up to three (3) options for short-term implementation and up to three (3) long-term strategies for handling solids at the WTP.
3. Disinfection System Conversion
 - a. Convert the existing bulk chlorine gas system to a bulk sodium hypochlorite (12.5-percent) storage and feed system.
 - b. Convert the existing anhydrous ammonia system to a liquid ammonium sulfate (LAS) storage and feed system.
4. Update LRRWTP Electronic Operation and Maintenance System and Standard Operating Procedure System
 - a. The existing electronic operation and maintenance system and standard operating procedure system does not function with the current operating system and will be updated to allow use by the OWNER.

5. Assist the OWNER with the development of an uprating protocol for the Ray Roberts WTP for review and execution by the City. The data associated with this uprating will be reviewed and a report prepared for submission to the Texas Commission on Environmental Quality.
6. Assist the OWNER with submitting a Texas Water Development Board funding application.

ARTICLE I

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

A. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Project Management:
 - a. Perform general administrative duties associated with the Project including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, and invoice for the scope items identified below. Documentation shall be in accordance with any regulatory requirements for the Project. These duties include maintaining regulatory contact with the OWNER to help meet the needs of the OWNER in a timely manner, and executing work in accordance with the work plan, budget, and schedule.
2. Project Kick-off Workshop:
 - a. Conduct a project kick-off workshop with the OWNER at the OWNER's facility to (1) review the scope of services, (2) verify OWNER's requirement for the Project, and (3) review and update available data.
 - b. Advise OWNER regarding necessity of OWNER's providing or obtaining data or services from others and assist the OWNER regarding such services.
 - c. Deliverables:
 - i. Workshop agenda.
 - ii. Workshop notes.
3. Meetings and Site Visits:
 - a. Conduct progress meetings, up to a maximum of five (5) meetings during the Design Phase, in addition to the kick-off workshop and QC workshops identified below.
 - b. Conduct up to two (2) additional site visits by the engineering team to the LRRWTP for coordination on detailed design aspects for completion of the Project.
 - c. Conduct workshops with the OWNER during the Design Phase. FNI will submit relevant drawings, specifications, and detailed data for each review workshop two (2) weeks before the workshop dates to allow the OWNER adequate time for review and comment.
 - i. 30% design level QC workshop including constructability reviews.
 - ii. 60% design level QC workshop including constructability reviews and construction sequencing discussions.
 - iii. 90% design level QC workshop including constructability reviews and construction sequencing discussions.
 - iv. All workshops will be conducted at the OWNER's offices at the LRRWTP.
4. Detailed Design:

- a. Perform process and hydraulic calculations consistent with design standards of the Texas Commission on Environmental Quality (TCEQ) Chapter 290 requirements to size all treatment elements included in the Design Phase.
 - b. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed. For the purposes of design planning, the design is assumed to include the major items listed in the narrative and assumptions above. If alternative design elements are chosen, then any additional engineering effort which may be required to incorporate the alternative would be an Additional Service.
 - c. Plans and Specifications for any potentially occupied building will be submitted through the OWNER's planning and development process for construction permitting. The OWNER will coordinate on obtaining all City of Denton permits for construction.
 - d. Advise OWNER of the need for and recommend the scope of special analysis, hydraulic model studies, etc., and the retention of special consultants beyond those identified in these Basic Services. The cost of such services shall be paid by OWNER and are not included in the services performed by FNI.
 - e. Furnish OWNER, when requested, the engineering data necessary for applications for routine permits required by local, state, or federal authorities. Preparation of applications and supporting documentation for government grants, Texas Water Development Board (TWDB) or other funding, or for planning advances is an Additional Service.
 - f. Detailed design elements shall be developed using AutoCAD software, coordinating with the OWNER on the detailed mechanical, equipment, and structures and the development of plan sheets for bidding purposes.
 - g. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required. The Project does not include any new buildings or modifications to existing buildings that will require FNI to submit drawings to the Texas Department of Licensing and Regulation (TDLR) for Americans with Disabilities Act (ADA) compliance rule reviews and associated approvals.
 - h. This Project assumes the use of the OWNER's standard construction documents, including the General Conditions. FNI will use its technical standards for drawings and technical specifications. FNI will coordinate with the OWNER for any changes to match required specification standards in the Supplemental Conditions and Front-End Documents. It is further assumed that the Project will be delivered using the standard Design-Bid-Build approach.
 - i. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.
 - j. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 - k. Provide design submittals at 30, 60%, 90% and 100% design milestones.
5. Opinions of Probable Construction Cost
- a. Prepare revised opinion of probable construction cost for the 30%, 60%, 90% and 100% design completion levels.
 - b. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 17R-97. The classifications are widely accepted guidelines within the cost-estimating community for the defining levels of project maturity and expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1, for the lowest to the highest level of project definition. The purpose of these classifications is to improve communication

among the project stakeholders involved with preparing, evaluating, and using cost opinions. The classification definitions are summarized in Table 1.

Table 1: AACE International Cost Estimate Classification

Estimate Class	Level of Project Definition	End-Use	Expected Accuracy Range
Class 5	0% to 2%	Screening or feasibility	Low: -20% to -50% High: +30% to +50%
Class 4	1% to 15%	Concept Study or Feasibility	Low: -15% to -30% High: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Low: -10% to -20% High: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Low: -5% to -15% High: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Low: -3% to -10% High: +3% to +15%

- c. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, FNI has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, FNI makes no warranty that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.

6. Furnish OWNER five (5) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by OWNER, for each design submittal as described above. Upon final approval by OWNER, FNI will provide OWNER one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by OWNER.

7. Geotechnical Services

- a. This Project will utilize previous geotechnical reports.
- b. Additional geotechnical drilling, investigations, and reports will be an Additional Service.

B. BID OR NEGOTIATION PHASE: Bid phase services are not included in this Scope of Services.

C. CONSTRUCTION PHASE GENERAL REPRESENTATION: General construction phase services are not included in this Scope of services.

D. FULL-TIME RESIDENT PROJECT REPRESENTATIVE: Resident project representation during the construction phase is not included in this Scope of Services.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Design Phase:
 - a. High Service Pump Station Drive Replacement
 - i. The two (2) existing medium-voltage (4160 VAC), 1000 HP soft-starters will be replaced with two (2) medium-voltage variable frequency drives. These drives will for the two (2) existing 1000 HP pumps located at the High Service Pump Station.
 - ii. The new structure will be located near the existing high service pump station.
 - iii. The new structure will include HVAC systems to accommodate the heat-load associated with the drives.
 - iv. The existing SCADA cabinet and PLC will be reused.
 - b. Solids Handling
 - i. Evaluate up to three (3) options for short-term solutions to assist the OWNER with handling the solids at the LRRWTP. These options may include a sludge dewatering box, or the use of land application contractors.
 - ii. Evaluate up to three (3) options for long-term solutions to assist the OWNER with handling the solids at the LRRWTP.
 - iii. The evaluation will provide a description of each option with the advantages and disadvantages; proposed layouts showing the location of the drives and new structures; and with the opinion of probable construction cost for each option.
 - iv. Deliverable: FNI will submit five (5) hard copies and an electronic copy (Adobe PDF) of the draft and final technical memorandum.
 - c. Disinfection System Conversion
 - i. The intent of this Special Service is to assist the City with the conversion of the disinfection systems from bulk chlorine gas to bulk sodium hypochlorite (12.5-percent) and from anhydrous ammonia to liquid ammonium sulfate.
 - ii. Prepare a basis of design technical memorandum. This memorandum will summarize the RRWTP flows, chlorine dosages, ammonia dosages, sodium hypochlorite feed rates and storage requirements, liquid ammonium sulfate feed rates and storage requirements. A preliminary site plan showing proposed storage area sizes and locations along with feed equipment locations will be provided as part of the memorandum. Process diagrams will be developed for the sodium hypochlorite and liquid ammonium sulfate storage and feed systems.
 - iii. Based on the basis of design technical memorandum, provide detailed design of a sodium hypochlorite storage and feed system.
 1. The sodium hypochlorite storage system will be based on the design of a cast-in-place concrete containment structure with standing seam metal canopy, fiberglass reinforced plastic (FRP) tanks, and chemical transfer pumps. This storage area is proposed to be located east of the existing Chlorine and Ammonia Storage Building.
 2. The sodium hypochlorite feed system will be based on the use of a day tank and peristaltic chemical metering pumps. The day tank is proposed to be located in the existing chlorine storage area of the existing Chlorine and Ammonia Storage Building. The chemical metering pumps are proposed to be located in the existing chlorinator room of the existing Chlorine and Ammonia Storage Building.
 3. The liquid ammonium sulfate storage system will be based on the design of a cast-in-place concrete containment structure, fiberglass reinforced plastic (FRP) tanks, and chemical transfer pumps. This storage area is proposed be located east of the existing Chlorine and Ammonia Storage Building.
 4. The liquid ammonium sulfate feed system will be based on the use of a day tank and peristaltic chemical metering pumps. The day tank is proposed to be located

- in the existing ammonia storage area of the existing Chlorine and Ammonia Storage Building. The chemical metering pumps are proposed to be located in the existing ammoniator room of the existing Chlorine and Ammonia Storage Building.
5. Detailed design will include plans and specifications associated with the demolition and removal of chlorine gas and anhydrous ammonia systems within the existing Chlorine and Ammonia Storage Building.
 6. Yard piping drawings will be prepared for new sodium hypochlorite and liquid ammonium sulfate piping from the existing Chlorine and Ammonia Storage Building to the respective dosing locations to minimize the potential for piping compatibility issues.
 7. The design will include electrical and instrumentation components to facilitate remote monitoring and control of the system components and automatic flow-pacing based on operator dose inputs. It is assumed that the design will include a new PLC dedicated to the disinfection processes (sodium hypochlorite storage and feed and liquid ammonium sulfate storage and feed).
2. Electronic Operation and Maintenance Manual
 - a. Utilizing the existing materials from the original Operation and Maintenance Manual, convert the electronic manual to a PDF based system. The existing system does not operate with the City's current operating system.
 3. Texas Water Development Board Funding Assistance
 - a. FNI will assist the OWNER with the Texas Water Development Board (TWDB) application and funding process.
 - b. Stage 1 – Pre-application
 - i. FNI will prepare the projection information form (PIF).
 - ii. FNI will participate in a pre-application conference with the OWNER and TWDB.
 - c. Stage 2 – Application
 - i. FNI will assist the OWNER with the City Council Application Resolution.
 - ii. FNI will prepare the application and submittal, including coordination with the OWNER.
 - iii. FNI will respond to TWDB comments and questions during the TWDB Application Administration and Technical Reviews.
 - d. Stage 3 – Post-application
 - i. The OWNER will be required to prepare financial and legal documents associated with the TWDB funding process.
 - ii. FNI will provide input and guidance during the post-application processing.
 - e. Additional Support Items
 - i. FNI will prepare for and attend up to two (2) Water Advisory Board and up to two (2) City Council Meetings to support the TWDB funding process.
 4. Upgrading Protocol and Study
 - a. Upgrading Protocol Preparation:
 - i. FNI will assist the OWNER in development of an upgrading protocol.
 - ii. The OWNER will submit the protocol to the Texas Commission on Environmental Quality.
 - b. Protocol Execution:
 - i. The OWNER will operate the Ray Roberts WTP, take samples, and record water quality parameters as outlined the prepared upgrading protocol.
 - ii. FNI will assist the OWNER data analysis.
 - c. Upgrading Data Review and Report Preparation
 - i. Upon completion of the full-scale upgrading test, the OWNER will provide FNI with all necessary data to prepare a draft upgrading report for review by the OWNER.

- ii. FNI will finalize the report, based on the OWNER's input, and submit the final report to the OWNER and Texas Commission on Environmental Quality.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by OWNER, are described as follows:

1. Field layouts or the furnishing of construction line and grade surveys.
2. Topographic surveys.
3. Geotechnical drilling, investigations, and reports.
4. GIS mapping services or assistance with these services.
5. Making property, boundary, and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
6. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
7. Providing renderings, model, and mock-ups requested by the OWNER.
8. Revisions to drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
9. Providing consultation concerning the replacement of any Work damaged by fire or other cause during construction, and providing services as may be required in connection with the replacement of such Work.
10. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
11. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
12. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
13. Conducting pilot plant studies or tests, except where noted specifically in the Scope of Services.
14. Preparing Operation and Maintenance Manuals or conducting operator training, except where identified in the Scope of Services.

15. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
16. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
17. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
18. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
19. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
20. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
21. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
22. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
23. Services required to resolve bid protests or to rebid the projects for any reason.
24. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
25. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
26. Providing services after the completion of the construction phase not specifically listed in Article I.
27. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.

28. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
29. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
30. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
31. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
32. Providing advertisement and bid/negotiation phase services.
33. Providing construction phase general administration and resident project representation.
34. Providing follow-up professional services during Contractor's warranty period.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- | | |
|---------------------------------|--|
| • Final Design Phase | Twelve (12) months from Notice to Proceed. |
| • Bid Phase | Not included with this Scope of Services. |
| • Construction Phase | Not included with this Scope of Services. |
| • Resident Representative Phase | Not included with this Scope of Services. |

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

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

- A. OWNER recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the OWNER or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the OWNER budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

- B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, E, together with such adjustment of compensation as appropriate. FNI shall not be responsible for the decisions, actions, or directions made or given by a third-party Resident Project Representative, not for the acts or omissions of any person (except its own employees and agents) at the Project site or otherwise performing any of the work of the Project.
- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

- K. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement, or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

COMPENSATION: The following is the breakdown of the proposed fees and in accordance with Attachment CO:

TASK	FEE	COMPENSATION TYPE
BASIC SERVICES		
A – Design Phase	\$1,024,097	Lump Sum
Total Basic Services Fee	\$1,024,097	
SPECIAL SERVICES		
SS.1 – High Service Pump Station 1000 HP VFDs	\$163,550	Lump Sum
SS.2 – Solids Handling Evaluation	\$35,682	Lump Sum
SS.3 – Disinfection System Conversion	\$170,968	Lump Sum
SS.4 – Electronic Operation and Maintenance Manual Update	\$13,008	Lump Sum
SS.5 – Texas Water Development Board Funding Assistance	\$52,139	Lump Sum
SS.6 – WTP Upgrading Assistance	\$12,256	Cost Plus Multiplier (Time and Materials)
Total Special Services Fee	\$448,603	
Total Fee	\$1,472,700	

ARTICLE VII

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

OWNER 's Designated Representative – Frank Pugsley, P.E.
 Water Utilities Director
 City of Denton
 901-B Texas Street
 Denton, Texas 76209
 Frank.Puglsey@cityofdenton.com

FNI's Designated Representative –

James Naylor, P.E.
Associate
2711 N. Haskell Ave., Suite 3300
Dallas, Texas 75204
(214) 217-2223
James.Naylor@freese.com

FNI's Accounting Representative –

Erin Westbrook
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
(817) 735-7395
Erin.Westbrook@freese.com

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of One Million Twenty Four Thousand Ninety Seven Dollars (\$1,024,097).

Compensation to FNI for Special Services in Attachment SC shall be the lump sum of Four Hundred Forty Eight Thousand Six Hundred Three Dollars (\$448,603).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	74	133
Professional 2	87	141
Professional 3	105	202
Professional 4	138	217
Professional 5	172	320
Professional 6	180	357
Construction Manager 1	85	158
Construction Manager 2	99	169
Construction Manager 3	139	199
Construction Manager 4	188	257
CAD Technician/Designer 1	61	134
CAD Technician/Designer 2	90	139
CAD Technician/Designer 3	120	184
Corporate Project Support 1	46	112
Corporate Project Support 2	65	153
Corporate Project Support 3	90	237
Intern / Coop	39	77

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$100
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$200
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.05. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.05. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2020.

Exhibit CIQ

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

1 Name of vendor who has a business relationship with local governmental entity. FREESE AND NICHOLS, INC.

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

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

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

n/a

Name of Officer

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

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

Yes

No

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

Yes

No

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

Yes

No

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

n/a

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Scott Hubley
D633E2176FF141F... ng business with the governmental entity

8/14/2020

Date

Certificate Of Completion

Envelope Id: B6CEEF9092414E4395F365314C114B21	Status: Completed
Subject: Please DocuSign: City Council Contract 6590-093 RRWTP Capacity Uprate Regulatory & Performance Upgra	
Source Envelope:	
Document Pages: 36	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Crystal Westbrook
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	crystal.westbrook@cityofdenton.com
	IP Address: 198.49.140.104

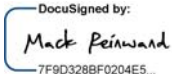
Record Tracking

Status: Original	Holder: Crystal Westbrook	Location: DocuSign
8/4/2020 7:37:58 PM	crystal.westbrook@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 198.49.140.104	Sent: 8/4/2020 8:00:12 PM Viewed: 8/4/2020 8:00:23 PM Signed: 8/4/2020 8:02:26 PM

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/4/2020 8:02:28 PM Viewed: 8/6/2020 8:40:35 AM Signed: 8/6/2020 8:50:23 AM
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Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 8/6/2020 8:50:26 AM Viewed: 8/11/2020 9:48:17 PM Signed: 8/11/2020 10:01:37 PM
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Scott Hubley skh@freese.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 52.144.111.14	Sent: 8/11/2020 10:01:40 PM Resent: 8/13/2020 8:12:54 AM Resent: 8/13/2020 1:54:19 PM Viewed: 8/13/2020 1:58:51 PM Signed: 8/14/2020 3:01:03 PM
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Electronic Record and Signature Disclosure:
Accepted: 8/13/2020 1:58:51 PM
ID: 1972aaa5-e394-4c00-abcb-df214655a28d

Signer Events	Signature	Timestamp
<p>Frank Pugsley frank.pugsley@cityofdenton.com Water and Wastewater Utilities Director City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/17/2020 10:12:17 AM ID: 076aa8e3-a0ca-4a85-98f4-f5aae5a5937c</p>	<p>DocuSigned by: <i>Frank Pugsley</i> 22943FE13318483...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.185.158.185</p>	<p>Sent: 8/14/2020 3:01:05 PM Viewed: 8/17/2020 10:12:17 AM Signed: 8/17/2020 10:12:42 AM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 8/17/2020 10:12:44 AM Viewed: 9/16/2020 10:15:07 AM Signed: 9/23/2020 9:12:39 AM</p>
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by: <i>Todd Hileman</i> B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.184.93.41 Signed using mobile</p>	<p>Sent: 9/23/2020 9:12:42 AM Viewed: 9/23/2020 9:13:08 AM Signed: 9/23/2020 9:13:16 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/23/2020 9:34:53 AM ID: d62a2c8f-888e-444b-bb4a-4d82a983015e</p>	<p>DocuSigned by: <i>Rosa Rios</i> 1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 9/23/2020 9:13:19 AM Viewed: 9/23/2020 9:34:53 AM Signed: 9/23/2020 9:35:32 AM</p>

Person Signer Events	Signature	Timestamp
Editor Deliver Events	Status	Timestamp
Agent Deliver Events	Status	Timestamp
Intermediar Deliver Events	Status	Timestamp
Certified Deliver Events	Status	Timestamp
Car on Cop Events	Status	Timestamp
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<p>COPIED</p>	<p>Sent: 8/4/2020 8:02:28 PM</p>

Carion Cop Events	Status	Timestamp
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<p>Not Offered via DocuSign</p> <p>Sherri Thurman sheri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 8/17/2020 10:12:45 AM
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<p>Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 9/23/2020 9:35:34 AM
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<p>Annie Bunger annie.bunger@cityofdenton.com Contract Control Specialist City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 9/23/2020 9:35:35 AM
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Witness Events	Signature	Timestamp
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Notar Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/23/2020 9:35:35 AM
Completed	Security Checked	9/23/2020 9:35:35 AM

Document Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.