

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR ENGINEERING SERVICES FOR CLEAR CREEK WATER RECLAMATION PLANT FOR THE WATER UTILITIES DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8213-019 – PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AWARDED TO CAROLLO ENGINEERS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$45,528,839.00).

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Carollo Engineers, Inc., for engineering services for Clear Creek Water Reclamation Plant for the Water Utilities Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

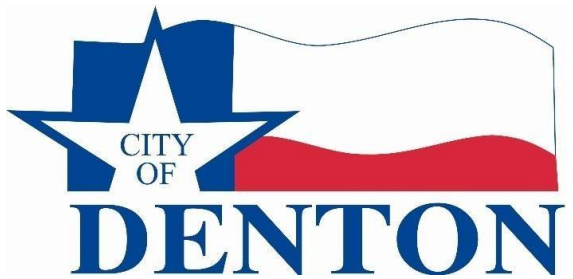
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

PSA	8213-019
File Name	Clear Creek Water Reclamation Plant PSA
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Carollo Engineers, Inc., with its corporate office at 14755 Preston Road, Suite 500, Dallas, Texas 75254 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Clear Creek Lift Station and Clear Creek Water Reclamation Plant Design (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 \$45,528,839.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; 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

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of Attachment C which is attached hereto and made a part of this Agreement as if written word for word herein.

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on

the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5

Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

under this provision will be considered a material breach.

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

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

R. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

S. Warranties and Damages

The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, The ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the ENGINEER's subconsultants, that impact project completion and/or success.

T. 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:

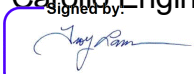
Attachment A - Scope of Services
Attachment B - Compensation
Attachment C - Insurance

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

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

BY:
ENGINEER
Carollo Engineers, Inc.

Signed by:

E633B45A53004B3...
Authorized Agent, Vice President

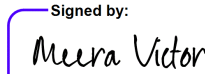
Full Name: Troy Laman

2026-1425731

TEXAS ETHICS
COMMISSION CERTIFICATE
NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Deputy City
Manager

Signed by:

E6F3D3BE4E8343C...
Authorized Agent, Senior Vice President

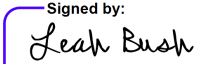
Full Name: Meera Victor

ATTEST:

INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK
REINWAND, CITY ATTORNEY

BY:  Signed by:
3A6254146BDA469...

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

 Signed by:
FEB48BB9726E4A9...
SIGNATURE

General Manager

TITLE

Water Utilities and Street Operations

DEPARTMENT



January 8, 2026

Jason Donnell
City of Denton
901 Texas St. #A
Denton, TX 76209

Subject: Clear Creek Water Reclamation Plant Scope and Fee Proposal

Dear Jason:

The Clear Creek Water Reclamation Plant (WRP) was recommended in the 2023 Wastewater Master Plan (By Others) as a priority project in response to ongoing and planned growth in the Clear Creek water and sewer shed. Carollo is proud to have been selected to design this important project for the City of Denton.

This cover letter summarizes the total fee and includes Attachments A (Scope of Work) and B (Compensation) for preliminary design engineering, detailed/final design engineering, construction manager-at-risk (CMAR) coordination, engineering services during construction, and resident project representative (RPR). The fee summarized in Table 1 below includes anticipated labor rates escalation of 4.0% per year and assumes a total project schedule of 48 months.

The fee is divided into basic services and special services. Additional services to be used as needed are included. Work on additional service tasks can only commence with written authorization from the City of Denton.

Table 1 Clear Creek WRP Fee Summary

Description	Fee (\$)
Basic Services	\$ 39,961,920.00
Special Services	\$ 5,566,919.00
Total	\$ 45,528,839.00

We are excited to partner with the City to deliver this important and complex project and bring the Clear Creek Water Reclamation Plant to life. Please contact me at 214-226-8327 or by email at tlaman@carollo.com with any questions or for additional information.

Sincerely,
CAROLLO ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Troy Laman', written over a light blue wavy line.

Troy Laman
Vice President

TL:tl

Enclosures: Attachment A – Scope of Work, Attachment B - Compensation

cc: David Brown



ATTACHMENT A - SCOPE OF WORK

CITY OF DENTON, TEXAS

Clear Creek Lift Station and Water Reclamation Plant Preliminary design, final design, bid services, and engineering services during construction

BACKGROUND

Growth in the Clear Creek Sewer Basin is driving demand for expanded wastewater collection and treatment services. The City of Denton's Wastewater Master Plan identifies capital projects to support this service, including the Clear Creek Interceptor and the Clear Creek Water Reclamation Plant. The Clear Creek Interceptor project is ongoing and is scheduled to be operational in 2028. The City of Denton has recognized that the interceptor will be operational before the water reclamation plant is complete and has addressed this by including a lift station and force main as the first construction phase of the water reclamation plant project. The scope of work described herein details the engineering services associated with Clear Creek Lift Station and Clear Creek Water Reclamation Plant.

ASSUMPTIONS

The scope of work and associated level of effort are developed based on the following assumptions:

- The contract terms and conditions will be the same as those recently confirmed in the STANDARD AGREEMENT FOR ENGINEERING SERVICES between the City of Denton and Carollo for contract 8213-004 for the Lake Lewisville Water Treatment Plant Dewatering Upgrades project.
- The Clear Creek Lift Station and Water Reclamation Plant will be located on the 207-acre property owned by the City of Denton in the north side of Hartlee Field Road north of the intersection with Collins.
- The force main will be designed for a peak hydraulic flow rate of 3 million gallons per day (mgd) and the alignment will extend from the lift station on the Hartlee Field Road site to a manhole near the intersection of Farris Road and Grant Parkway. The force main will be configured to be converted to serve as a sludge force main when the water reclamation plant is commissioned.
- The route/alignment of the 12-inch water transmission line to serve the Clear Creek Water Reclamation Plant and Lift Station will be similar to the force main, connecting to the existing 12-inch stub-out at the intersection of Farris Road and Grant Parkway running along Farris Road to Hartlee Field Road and along Hartlee Field Road to the site.
- It is assumed the discharge permit amendment for the Clear Creek WRF capacity of 10 mgd has been issued.
- The property at Hartlee Field Road and Collins (approximately 207 acres) will be site planned and conceptually laid out for the lift station and water reclamation plant, and to accommodate future

facilities to planned build-out capacity of 20 million gallons per day (mgd) annual average daily flow (AADF) and 80 mgd peak 2-hour (P2H) flow.

- The water reclamation plant design and construction in this scope of work is based on the membrane-bioreactor (MBR) treatment process and a treatment capacity of 10 mgd AADF and 40 mgd P2H.
- The property currently serves as a mountain bike park and is adjacent to the Clear Creek Natural Heritage Center. It is assumed that the Clear Creek Lift Station and Water Reclamation Plant site will be located as far north and as far west on the property as possible/practical to minimize the impact on the trail system and to allow the trail system to remain in service throughout construction and beyond.
- Access to the lift station and water reclamation plant will be from the south end of the property from Hartlee Field Road at or near the location of the existing gate. Access road will run north along the west side of the property.
- The lift station site will include a lift station designed to serve the water reclamation plant and an equalization tank that can be repurposed to act as a sludge holding tank when the water reclamation plant is commissioned. The equalization basin will be paired with a transfer pump station that will discharge into the force main near Farris Road and Grant Parkway manhole
- Preliminary design will include a condensed preliminary design CAMP® to facilitate completion and commissioning of the lift station and force main in 2029 and the water reclamation plant in 2030.
- Scope and fee will be based on Construction Manager-At-Risk (CMAR) delivery method.
- Project will be funded fully or in part through the Water Infrastructure Finance Innovation Act (WIFIA).
- City of Denton will provide construction inspection services either via 3rd party construction manager, or by amendment to the engineering contract.
- United States Army Corps of Engineers (USACE) 404 permitting is not included in this Scope of Work.
- The Clear Creek lift station design will be based on utilizing submersible sewage pumps.
- Plans and specifications for the Clear Creek Interceptor will be shared with the ENGINEER to coordinate between the lift station and the interceptor design.
- ENGINEER's master specifications will be used for technical specifications. City and TWDB/WIFIA required front end contract forms and agreement forms will be used.
- City's CMAR solicitation, request for proposal, and contract documents will be used.
- Plans will be developed based on three dimensional models developed in Revit using ENGINEER's standards.
- Memos, reports, plans and specifications will be delivered electronically in portable document format (PDF).
- City will provide most recent HEC-RAS models that should be used as the downstream boundary condition.
- Floodway modeling is not included in this scope.
- No CLOMR or LOMR development submissions are included in this proposal. The design is not intended to result in the requirement for a CLOMR/LOMR for Clear Creek.

- Two (2) rounds of review by the City floodplain staff are anticipated. Draft Drainage Analysis will be provided during the Preliminary Design submittal, and Final Design Submittal. Signed and sealed Final Drainage Analysis will be provided during the Construction Phase (100%) Submittal.
- No meetings anticipated with City floodplain staff.
- Scope does not include operations or licensed operators to support start-up and commissioning.
- Total project duration is assumed to be 48 months

PROJECT ELEMENTS

The project generally includes the following design elements, facilities and unit processes. Analysis of alternatives and sizing of each facility and unit process are detailed in the preliminary design section of this scope of work.

1. **Lift station (Freese & Nichols)** – Lift station will be designed for a peak flow rate/capacity of 40 million gallons per day (mgd) to match the hydraulic design capacity of the Clear Creek Interceptor. The lift station will include at least 2 mechanical screens upstream of the pumps that are sized for the design peak flow capacity of the treatment plant. Future expansion and ultimate buildout capacity will be considered in sizing equipment and configuring the lift station to plan for future capacity with minimal construction. Pumps will be submersible sewage pumps equipped with variable frequency drives (VFD) to maximize operating range and efficiency. A screenings container building will be provided to house the screenings container.
2. **Odor control for lift station (Freese & Nichols)** – Odor control and associated ventilation systems will be provided to pull foul air from the head spaces of the screen channels and wet well and from the screenings container building. The ventilation rate will be at least 20 air changes per hour to allow the container room to be an unclassified space and to maximize air movement for corrosion mitigation. Odor control treatment technology will be either bio trickling filter (bio tower) or carbon adsorber.
3. **Equalization basin (Freese & Nichols)** –Equalization basin(s) will be sized for a total volume of 2 million gallons. The basin configuration and location of the basin will be evaluated based on the conceptual water reclamation plant hydraulic and process modeling to reconfigure the equalization basin to serve as waste activated sludge storage tank when the water reclamation facility is commissioned. Initially, the equalization basin will be configured with at least 2 cells or chambers to allow cleaning and maintenance without total shutdown of the system. The equalization basin will include an aeration system to be used when the basin is in service to provide mixing, keep solids in suspension and reduce odors.
4. **Transfer pump station to the collection system (Freese & Nichols)** – Transfer pump station will deliver flow (wastewater and/or waste activated sludge) from the equalization basin(s) to the force main that discharges at the manhole near Farris Road and Grant Parkway . The transfer pump station will be sized for a peak flow rate of 3 mgd and individual pump sizes and number of pumps will be determined during the preliminary design phase.
5. **Force main (Freese & Nichols)** – The force main will be sized to deliver up to 3.0 mgd from the equalization basin to the manhole near Farris Road and Grant Parkway. The force main alignment will be routed along Farris Rd north to Hartlee Field Road and east to the plant and lift station site. Current and future planned ROW will be considered to locate the force main in the ROW such that it is less likely to require future relocation.

6. **Grit removal and fine screen facility (Freese & Nichols)** – The grit removal and fine screen facility will be sized for a peak hydraulic capacity of 40 mgd initially and expandable to buildout peak flow of 80 mgd by adding equipment. At least two (2) grit removal basins and at least two (2) fine screens will be provided. Grit removal and fine screening will be designed to remove inorganic material as required to protect the membranes. Three (3) types of grit removal technologies will be considered, including mechanical vortex with sloped bottom, mechanical vortex with flat bottom, and stacked tray type. Up to two (2) adsorption.
7. **Potable water line (Freese & Nichols)** – A 12" diameter potable water line will be designed to deliver potable water to the Hartlee Field Road site of the Clear Creek lift station and water reclamation plant. The water line will connect to an existing main near the intersection of Grant and Farris Rd. and will be routed along Farris Rd north to Hartlee Field Road and east to the plant and lift station site. Current and future planned ROW will be considered to locate the water line in the ROW such that it is less likely to require future relocation. Fire hydrants, backflow prevention, isolation valves and stub outs for future connections will be provided as required along the alignment. A flow meter will be installed at the plant site to meter all potable water use at the site.
8. **Bioreactors** – Advanced secondary treatment with biological nutrient removal will be supported by activated sludge bioreactors. The bioreactors will be coupled with membrane filters to complete the membrane-bioreactor (MBR) process. The bioreactors will be designed for an average daily flow of 10 mgd organized in 2 5-mgd trains for redundancy and resiliency. The peak hydraulic design capacity will be determined based on the membrane system peak flow design criteria and combined equalization basin and peak flow storage configuration selected during preliminary design. Bioreactors will be equipped with a diffused aeration system, mixers, and recycle pumps based on the specific process configuration selected to meet the discharge permit limits.
9. **Aeration blower facility** – Aeration blowers will be designed to deliver dissolved oxygen to the bioreactors. The facility will house the blowers and include a separate electrical room to support the blowers. The design of the aeration system will include the piping, appurtenances, and controls.
10. **Membrane Facility** – A membrane facility will be designed based on the same membrane technology that is selected for the ongoing Pecan Creek WRF Expansion (By Others). The membrane system will be designed for an average daily flow of 10 mgd and the peak flow capacity will be evaluated during the preliminary design in conjunction with equalization and peak flow storage options to find the best value balance between treatment capacity and cost. The membrane facility will include the membrane tanks and equipment, return activated sludge (RAS) pumps, waste activated sludge (WAS) pumps, filtrate/permeate pumps, piping, appurtenances and controls.
11. **Membrane support facility** – The membrane support facility will include chemical storage and feed equipment for membrane cleaning, supplemental phosphorus removal or polishing (TCEQ requirement), and membrane system blowers.
12. **Ultraviolet (UV) disinfection** – An open channel UV disinfection system will be designed that includes at least 2 channels along with UV equipment, gates, electrical, controls, and appurtenances. The UV facility will be hydraulically designed for the anticipated ultimate buildout peak flow capacity of 80 mgd but will only be equipped to meet the 40 mgd peak 2-hour flow of this initial phase.
13. **Effluent outfall and cascade re-aeration** – An effluent outfall structure will be designed for the ultimate build-out peak 2-hour flow of 80 mgd. If the plant hydraulic profile allows, effluent reaeration

will be provided by gravity flow over a cascade aeration structure. A mechanical diffused aeration system will be considered if cascade aeration is not feasible or requires pumping.

14. **Hartlee Field Road entrance gate and access road (Freese & Nichols)** – A permanent access gate and access drive/road from Hartlee Field Rd to the lift station and plant site will be designed and constructed.
15. **Community stakeholder coordination and mountain bike trail mitigation (Freese & Nichols, Carollo)** – Coordinating and facilitating internal and external briefings, meetings, and alternative development for mitigation of impacted trails at Hartlee Field Road site.
16. **Paving, grading, drainage, and landscaping (Freese & Nichols)** – Site development to serve the lift station and water reclamation plant will be designed and constructed to include paving, grading, drainage and landscaping to restore areas disturbed by construction and to install the permanent features and facilities. Specific tasks include hydrologic analysis, culvert crossing design (up to 5), downstream impact analysis, flood mitigation requirements, pre- and post-project flows and velocities, drainage analysis report, floodplain development permit application. Landscaping will include tree survey and mitigation plan, landscape plan, and irrigation plan. Paving, grading, and dimensional control plans will be developed.
17. **Electrical, instrumentation, and controls (Carollo)** – Electrical, instrumentation, and controls service, equipment and facilities will be designed and constructed in support of the lift station and water reclamation plant. Coordination with the Denton Municipal Electric (DME) utility will prioritize planning for the ultimate buildout load anticipated for the water reclamation plant in planning the transmission lines to the site and will plan for expanding on site as the plant expands. Either dual utility power feeds or permanently installed back-up generator power will be provided to provide emergency power. Dedicated electrical buildings or rooms within other buildings will be provided to house electrical equipment, panel boards, motor control centers, plc and communication cabinets and equipment. Electrical spaces will be designed according to code requirements in place on the date of the execution of this contract and standard industry practice.
18. **Architectural, structural, plumbing and HVAC (Carollo, Freese & Nichols)** – Discipline support including architectural, structural, plumbing and HVAC will be provided for each facility designed and will be in accordance with regulatory and code requirements that are in place on the date of the execution of this contract.
13. **Site lighting and security (Carollo)** – Site and security lighting will be provided based on City of Denton requirements for the site. At a minimum, safety lighting will be provided at exterior doors and access and egress paths. Emergency exits, smoke, heat and fire detection, alarm and monitoring will be provided in accordance with the codes in place on the date of the execution of this contract.
14. **Site layout and planning (Carollo, Freese & Nichols)** – Phased conceptual site plans will be developed from the initial 10 mgd phase through ultimate build-out of the Clear Creek WRF. Future expansion and build-out facilities will be shown on the plans for future record and convenience. Future space will be allocated for possible advanced water treatment for reuse and for solids handling facilities for planning purposes.
15. **Yard piping, and underground utilities plan & profile (Freese & Nichols)** – All yard piping and buried utilities 4" and larger will be shown in plan and profile sheets, including electrical duct banks.

Utilities smaller than 4" diameter will be coordinated in the design documents on a case-by-case basis to clearly show and document the design.

16. **Geomorphic assessment (Freese & Nichols)** - Document the existing geomorphic conditions along an approximately 1-mile stretch of Clear Creek adjacent to the proposed plant. The purpose of this assessment is to evaluate present and future erosion related concerns to the proposed outfall structure and identify infrastructure threatened by stream bank erosion. Work includes field reconnaissance, data analysis, erosion hazard zone mapping, outfall structure recommendations, and a technical memorandum documenting geomorphic conditions potential for future changes.
17. **Community stakeholder coordination** – The efforts associated with stakeholder coordination initiated in phase 1 will continue throughout phase 2.
18. **Mountain bike park and trail coordination** - Facilitate briefings, meetings, and community engagement events focused on awareness and support for the project and minimizing the impact to the mountain bike park currently located at the Hartlee Field Rd site. Internal briefing materials and meetings will be focused on coordination between city departments and informing and soliciting feedback from city management and council.

DESIGN TASKS

100 - Project management, administration, coordination

101. Project management, monthly invoicing, resource management, reporting: ENGINEER will provide project management, monthly invoicing, resource management, administration, scheduling, reporting, sub-consultant management and coordination for the duration of design and construction. The fee associated with this scope of work is based on a **total duration of 48 months** including design and construction.

102. Regulatory coordination (in-person): ENGINEER will provide coordination with regulatory agencies, including TCEQ (design summary transmittal letter, stormwater sampling plan and permitting), Authority having jurisdiction (AHJ) to coordinate building code compliance, and meetings required by TWDB. The fee associated with this scope of work is based on up to **2 meetings each with TCEQ, AHJ, and TWDB.**

200 - Meetings, workshops, and site visits

201. Kickoff workshop (in-person) – ENGINEER will prepare for and facilitate a kickoff workshop, including preparing the agenda, presentation materials, and facilitating the workshop. The agenda will include review of the project team, scope, and schedule as well as discussion about the alternatives to be considered in the design CAMP® for the lift station and water reclamation plant and initial coordination with mountain bike park stakeholders.

- Kickoff workshop deliverables:
 - » Agenda, presentation, and meeting materials
 - » Workshop minutes including sign-in sheet of attendees
 - » Action and decision logs

202. Preliminary design CAMP® (in person) - ENGINEER will prepare for and facilitate a workshop focused on making key decisions about the lift station, equalization basin, force main, water line, and water reclamation plant and associated equipment and site layout. ENGINEER will evaluate the following alternatives in preparation for the CAMP®:

- Lift station, force main, and water line
 - » Lift station configuration: Up to 2 alternatives, including standard submersible, and trench style self-cleaning submersible.
 - » Lift station screens: Up to 2 alternatives for screen equipment type.
 - » Screenings handling: Up to 2 alternatives for conveyance and washing/compacting equipment will be evaluated.
 - » Odor control: Preliminary conceptual sizing and layout of odor control for each of the 2 lift station alternatives.
 - » Equalization basin: Up to 2 alternatives for basin size/configuration.
 - » Force main: Up to 2 pipe materials will be considered depending on diameter.
 - » 12-inch water line: Up to 2 pipe materials will be considered.
 - » Mountain bike park and community engagement: Outline of plan for community engagement for the project.
 - » Electrical, Instrumentation, and Controls: Conceptual service sizing based on preliminary equipment sizes, preliminary layout of electrical buildings and motor control centers, discussion of types of instruments required, recommended, and preferred, conceptual discussion of controls, SCADA, and off-site communication requirements.
- Water Reclamation Plant
 - » Primary treatment grit removal and fine screen facility, Peak flow storage, and odor control
 - » Secondary treatment bioreactors (aeration basins), aeration blower facility, and membrane system
 - » Ultraviolet disinfection system, effluent outfall,
 - » Future facilities including advanced treatment reuse planning and future solids handling planning.
- CAMP® deliverables:
 - » Agenda, presentations, meeting materials
 - » CAMP® minutes including sign-in sheet of attendees
 - » Action and decision logs

203. Site visits (in person) – ENGINEER will coordinate and attend the following site visits for the purposes of documenting conditions on the ground, coordinating with sub-consultants and vendors, and confirming preferred locations for proposed facilities and utilities.

- Force main and water line alignment walk site visit: Up to 2 visits to walk the length of the proposed alignments of the force main and water line. The first visit will be conducted in preparation for the CAMP® and the second visit at the discretion of ENGINEER during design.
- Lift station site visit: Up to 2 visits to coordinate the location and configuration of the lift station, equalization basin, and odor control. The first visit will be conducted in preparation for the CAMP® and the second visit at the discretion of ENGINEER during design.
- Survey coordination site visit: Conduct up to 2 site visits to coordinate the field survey of the force main and water line alignments and lift station and water reclamation plant site.
- Geotech coordination site visit: Conduct up to 2 site visits to coordinate the geotechnical investigation of the force main and water line alignments and lift station and water reclamation plant site.
- Electric utility coordination site visit: Conduct up to 2 site visits to coordinate electric utility service with utility.

204. Preliminary design report technical memoranda review workshop 1 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 1 (Wastewater characteristics, flows and loads) and 2 (Lift station, equalization, peak flow, and transfer force main). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

205. Preliminary design report technical memoranda review workshop 2 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 3 (Water reclamation plant), 4 (Architectural). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

206. Preliminary design report technical memoranda review workshop 3 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 5 (Site planning), and 6 (Mountain bike park). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

207. Preliminary design report technical memoranda review workshop 4 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 7 (Opinion of Probable Construction Cost). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

208. Force main and water line design meeting (virtual): Conduct 1 virtual meeting to review and discuss comments to DRAFT Alignment Route Study.

209. Coordination meetings with Clear Creek Interceptor design team (virtual): Conduct up to 4 virtual meetings with the design teams for the Clear Creek Interceptor to coordinate design details, tie-in points and project schedules.

210. Community stakeholder coordination (in person): Conduct up to 3 meetings or community outreach events to share project information with public stakeholders and receive comments and feedback from the stakeholders.

211. Concept (10%) confirmation workshop (in person): Conduct a workshop at the 10% design level to complete a benchmark review and conceptual fatal flaw analysis prior to initiating detailed design development and modeling.

212. 30% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 30% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

213. 60% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 60% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

214. 90% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 90% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

215. TCEQ Meetings (in person): Conduct up to 2 meetings to coordinate the project reviews with TCEQ and coordinate conditional approvals for early procurement and construction packages required to meet the Phase 1 schedule.

216. AHJ Meetings (in person): Conduct up to 2 meetings with City code and inspection staff to understand City requirements for permitting and emergency response access and to facilitate the permit application and review process for Phase 1.

217. Electric utility coordination meetings (in person): Conduct up to 2 meetings or calls with electric utility to confirm utility service requirements, coordinate easements and access, and coordinate utility design requirements.

300 Preliminary Design

301. Hydraulic profile calculations: ENGINEER will prepare conceptual hydraulic profile calculations from the outfall to the grit/fine screen and equalization basins based on USGS topo quad elevations of the site and preliminary unit process sizing from the preliminary process model calculations. Preliminary hydraulic calculations for the water reclamation plant are necessary for developing conceptual sizing and site layout.

302. Preliminary process calculations: ENGINEER will prepare initial treatment process design calculations based on existing wastewater characteristics from the Pecan Creek Water Reclamation Plant and any available data for characteristics in the collection system that will be served by the Clear Creek Water Reclamation Plant.

303. Process equipment calculations: ENGINEER will prepare initial calculations for major process equipment including capacity, horsepower, and other parameters to facilitate equipment selection with vendors and manufacturers. Generally, equipment sizing will be based on the N+1 philosophy where feasible and unless otherwise directed by the OWNER.

304. Preliminary electrical load list: ENGINEER will prepare a preliminary electrical load list based on preliminary hydraulic and process design calculations. The load list will be updated throughout the design and will be the basis for overall electrical utility service sizing for phased expansion to ultimate build-out for planning.

305. Preliminary process flow diagrams: ENGINEER will prepare conceptual process flow diagrams for each unit process.

306. Preliminary process and instrumentation diagrams (P&IDs): ENGINEER will prepare preliminary conceptual P&IDs based on the processes, equipment selected, and process flow diagrams.

Preliminary Design Report

ENGINEER will prepare a Preliminary Design Report (PDR) based on the preliminary hydraulic and process calculations, design CAMP® decisions, and conceptual site plan layout. PDR will consist of an executive summary and multiple chapters. Each chapter will be a technical memorandum (TM) as follows:

307. TM 1: Wastewater characteristics, flows and loads.

308. TM 2: Lift station, equalization, peak flow storage, and transfer force main.

309. TM 3: Water Reclamation Plant.

310. TM 4: Architecture (Administration and other buildings).

311. TM 5: Site planning, paving and grading.

312. TM 6: – Mountain bike park trail system.

313. TM 7: Opinion of Probable Construction Cost (OPCC).

314. Executive Summary: Executive summary.

315. PDR QC Review: ENGINEER will complete a QC review of the preliminary design report. The fee for this task is based on 16 hours per tech memo for review and incorporating comments.

316. PDR Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare a conceptual planning level order of magnitude OPCC based on the preliminary design report conceptual plans and sizing. The OPCC will be a class 4 estimate according to the AACE International estimate classification system.

317. OPCC QC Review: ENGINEER will conduct a QC review of the OPCC for general completeness and order of magnitude relative to other projects of similar scale, and complexity.

318. DRAFT PDR: ENGINEER will assemble a DRAFT PDR including the Executive Summary and each of the technical memoranda.

319. FINAL PDR: ENGINEER will incorporate review comments into DRAFT PDR to finalize the PDR.

- PDR deliverables
 - » DRAFT of each TM for review and comment
 - » DRAFT PDR.
 - » FINAL PDR.

320. DRAFT Basis of Design Memorandum (BDM): ENGINEER will prepare a BDM summarizing the design criteria for each process area selected in the PDR. The final BDM will be submitted with the TCEQ summary transmittal letter in lieu of the PDR because the BDM includes only the proposed design criteria for review and comparison for TCEQ Chapter 217 compliance.

321. Final BDM: ENGINEER will finalize the BDM based on internal QC review and OWNER review comments. The final BDM will be submitted to the Texas Commission on Environmental Quality (TCEQ) with the summary transmittal letter. It is assumed that the BDM and summary transmittal letter will be submitted at approximately the 60% (intermediate) design level to facilitate CMAR early procurement and construction activities

- BDM deliverables
 - » DRAFT BDM for review and comment
 - » FINAL BDM

322. TCEQ Summary Transmittal Letter: ENGINEER will prepare and submit the Summary Transmittal Letter and BDM to TCEQ for review.

400 Final Design

ENGINEER will develop plans and specifications based on the BDM for the Phase 1 facilities. Plans and specifications will be developed as follows:

401. 30% Plans and major equipment specifications: Develop design documents to an approximate 30% design level. The design documents will be based on the PDR and will include the following:

- Design criteria sheet and hydraulic profile
- Pipe schedule
- Process flow diagrams
- Site plan

- Basic structural and mechanical plan views
- Electrical one-line diagrams, electrical site plan
- Preliminary P&IDs and network architecture diagrams
- Major equipment specifications

402. 60% Plans and specifications: Develop design documents to an approximate 60% design level to allow the CMAR to develop a 60% cost model. The design documents will include the following:

- Design criteria sheet and hydraulic profile.
- Pipe schedule
- Process flow diagrams
- Site plan, yard piping and conceptual paving and grading
- Structural and mechanical plans and sections
- Electrical one-line diagrams, site and facility plans, lighting plans
- P&IDs, network architecture diagrams, panel schematics
- Typical and standard details
- Specifications and front-end documents

403. 90% Plans and specifications: Develop design documents to an approximate 90% design level. The 90% plans and specifications will include all anticipated drawings and specifications.

404. RevIT/Civil 3D/BIM Modeling and visualization: ENGINEER will prepare plans using 3 dimensional digital design tools to facilitate coordination and generate graphic renderings and illustrations for design review, internal communication, external communication, public outreach and coordination.

405. Bid-ready plans and specifications: Incorporate 90% review comments and finalize plans and specifications to be signed and sealed for TWDB review and approval, final TCEQ review and approval, and advertisement for construction.

406. Quality control reviews: ENGINEER will conduct multi-discipline quality control reviews of the plans and specifications at 30%, 60%, and 90% design milestones.

407. Security design and coordination: ENGINEER will engage a security specialist and incorporate security features into the design documents.

500 CONSTRUCTION MANAGER-AT-RISK (CMAR) COORDINATION

501. On boarding support: ENGINEER will prepare a short written project summary and conceptual illustrative site plan to communicate the project to prospective CMAR bidders. The document will accompany the CMAR procurement and advertisement documents issued by the City. ENGINEER will attend CMAR site visits and coordination meetings (virtual or in person) as requested during the CMAR onboarding and selection process. It is assumed that ENGINEER will attend only and will not be responsible for preparing meeting materials or recording and issuing meeting minutes.

502. 60% cost model review: Review CMAR 60% cost model for overall order of magnitude total, individual facility costs, major equipment prices, percentages for electrical and trades, and contingencies.

503. 90% cost model review and audit: 90% cost model and audit will include a review and verification of direct and indirect costs, CMAR fee and CMAR contingency; review and audit of supplier and subcontractor quotes; comparison of costs with other applicable projects; and review of risk analysis model and/or cost contingencies developed by the CMAR.

504. Procurement and construction bid packages: Coordinate with CMAR and OWNER to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on “best value” or low-bid strategies, and define parameters associated with “best value” selection as applicable. Identify acceptable manufacturers and associated Bid Documents requirements for items identified for early procurement. The following bid packages are included in this task:

505. General CMAR Coordination: General coordination with CMAR during the pre-construction phase will include, but not necessarily be limited to:

- Soliciting input from CMAR during design development as appropriate.
- Providing input to construction management plan and schedule development.
- Evaluating alternative systems and materials proposed or suggested by CMAR.
- Responding to constructability review comments.
- Providing Input to construction and commissioning plan and schedule.
- Attending subcontractor pre-selection meetings conducted by CMAR as appropriate.

600 BID SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION

ENGINEER will prepare, and issue **up to 4 bid packages** (front end documents, technical specifications, and drawings) to facilitate the CMAR procurement and construction schedule. Revisions to specifications and addenda issued in subsequent bid packages may be applied retroactively by contract amendment to previous packages if necessary. ENGINEER will coordinate with CMAR.

601. Pre-bid meetings: Attend one pre-bid meeting for each bid/procurement packages (**up to 4 total**). It is assumed that CMAR will prepare the meeting agendas, facilitate and preside over the meetings, and issue meeting minutes for each pre-bid meeting, including:

- Major electrical equipment procurement
- Influent lift station, equalization basin, transfer pump station, water line, force main
- Membrane equipment selection
- Water Reclamation Plan Construction

602. Monthly construction meetings its: Attend monthly in-person or hybrid virtual construction meetings. It is assumed that construction meetings for each bid package will be coordinated by the CMAR to be completed in a single meeting each month. It is assumed that each monthly meeting will be a maximum of 2 hours in duration and cover all the bid/construction packages. ENGINEER will attend **up to 48 monthly meetings** during construction. It is assumed that an average of 3 people from ENGINEER staff will attend monthly meetings and will include discipline leads (electrical, structural, etc.) as appropriate to facilitate coordination throughout the construction.

603. Monthly construction site visits: ENGINEER will conduct **up to 48 construction site visits** that correspond with scheduled monthly construction meetings. It is assumed that each site visit will be 2 hours in duration. An average of 4 attendees from ENGINEER will attend each site visit.

604. Shop drawings and compliance review submittals: ENGINEER will review shop drawings including product data, manufacturer shop drawings, diagrams, illustrations, catalog data, samples, results of tests and inspections, manufacturer's operation and maintenance manuals, and other data which the Contractor is required to submit. These shall be reviewed for general conformance with the Contract Documents. The fee associated with this scope of work is based on review of **up to 1.000 submittals and re-submittals.**

605. Construction schedule and progress payments: Engineer will review the baseline construction schedule for likely completion of work according to the Contract documents. ENGINEER will review Contractor's monthly construction schedule updates progress payment applications. The fee associated with this scope of work **is based on review of up to 36 monthly construction schedules and payments.**

606. Requests for information (RFI): ENGINEER will review and provide responses to requests for information (RFI) during construction. Engineer will maintain a log of all RFIs received. The fee associated with this scope of work is based on review of **up to 300 RFI.**

607. Proposed contract modifications: ENGINEER will review and provide Owner with recommendations for **up to 10 proposed contract modifications** that are a result of errors, omissions, or unknown field conditions. Review of contract modifications that deviate from the original design intent are not included in this scope of work.

608. Substantial and final completion: ENGINEER will attend the in-person substantial completion walk through for **up to 4 bid/procurement packages.** Engineer will provide a written punch list based on the walk through to be added to or consolidated with Owner's list. ENGINEER will attend the final completion walk through to confirm completion of punch list items for all construction packages. The substantial completion and final completion walk through site visits will be attended by all disciplines as appropriate.

609. As-built record drawings: Engineer will revise the contract drawings to reflect changes and modifications made in the field during construction. The Engineer will provide electronic record drawings in portable document format (PDF). As-built record drawings will be produced based on RFI responses, design clarifications, approved contract modifications, change orders and information provided from the field by the Contractor and inspector. Individual bid and construction packages will be noted in the record drawings, but a single consolidated set of record plans will be prepared.

700 Resident Project Representative (RPR)

701. Resident project representative (RPR): ENGINEER will provide an RPR observe progress of construction work and conformance to plans and specifications. RPR will be experienced in construction inspection. RPR duties and responsibilities include:

- **General:** RPR/inspector will act as Engineer's agent at the Site and will act under the supervision of Engineer. RPR will communicate directly with Engineer and CMAR and City, RPR shall only communicate with subcontractors and suppliers with full knowledge and approval of CMAR.
- **Schedule:** RPR/inspector will review monthly progress schedules, schedule of shop drawings, schedule of values, and any other schedule prepared and submitted by CMAR monthly for **up to 36 months.**
- **Meetings:** RPR/inspector will attend meetings with CMAR including preconstruction, progress meetings, job conferences, and other project-related meetings. RPR/inspector will prepare minutes of meetings for **up to 36 months.**

- **Liaison:** Serve as Engineer's liaison with CMAR and assist in providing information regarding the intent of the Contract Documents, assist in serving as City's liaison with CMAR when CMAR operations affect City operations, and assist in obtaining additional information when required.
- **Interpretation of contract documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit clarifications and interpretations issued by Engineer to CMAR.
- **Submittals:** Maintain shop drawing, RFI, and submittal log and advise Engineer and CMAR of the commencement of any portion of the Work for which RPR believes the submittal has not been approved by Engineer. This scope of work is based on a total of **up to 600** submittals including re-submittals.
- **Modifications:** Consider and evaluate CMAR suggestions for modifications to the Contract Documents and report such along with RPR recommendations to Engineer. Transmit to CMAR in writing decisions issued by Engineer. This scope of work is based on **up to 20 contract modifications and up to 10 field orders**.
- **Review of work and rejection of defective work:** In conjunction with and in support of City inspection staff, conduct on-site observations of CMAR work to assist in determining if Work is in conformance with the Contract Documents. Report to Engineer when RPR believes that any portion of the Work does not conform to the Contract Documents, is defective or damaged, fails requisite testing, or will imperil the integrity of the design concept or finished product. RPR/inspector will consult with Engineer in advance of scheduled major inspections, start-up and commissioning activities; verify testing, start-ups, commissioning, and training are conducted according to the Contract Documents; accompany visiting inspectors representing City or other agencies having jurisdiction.
- **Records:** RPR/inspector will:
 - » Maintain files of correspondence, copies Contract Documents, addenda, change orders, field orders, clarifications, progress reports, shop drawings, and other project-related documents.
 - » Prepare daily report for each day on site detailing weather conditions, CMAR hours on site, CMAR staff and equipment on site, data relative to questions of change orders or field orders, changed conditions, visitors, and observations of the Work in progress.
 - » Maintain a project contact list of all CMARs subcontractors, suppliers, vendors and other personnel accessing the site.
 - » Maintain the electronic construction document management system and at a minimum provide hard copy summaries of submittal and shop drawing logs monthly. All submittals, test reports, photos, inspection logs, and all other project documentation will be stored in the system.
 - » Document and notify Engineer immediately of any accident, emergency, or act of God endangering the Work or damage to property.
 - » Review applications for payment.

800 TCEQ Operation and Maintenance Manual

801. DRAFT operation and maintenance manual: Engineer will prepare a DRAFT operation and maintenance (O&M) manual for OWNER review and comment. The manual will satisfy the TCEQ requirements for O&M manual. The requirements for TCEQ compliance are listed verbatim below. Some

do not apply to Clear Creek and will be addressed in the PDR and O&M manual. TCEQ compliance includes:

- "expected flow patterns, size, and capacity of all treatment units and processing units within the wastewater treatment plant;
- start-up procedures, routine operational procedures, emergency operations procedures, and shut down procedures for all treatment units and processing units;
- the manner and expected volumes in which solids return to aeration or waste;
- expected solids concentrations in each treatment unit and processing unit;
- expected clarifier weir overflow rates;
- expected disinfectant and dechlorination usage and dosage amounts during normal and emergency operating conditions;
- descriptions and frequencies of all routine in-situ and laboratory analyses to be performed and a list of references to standard analytical procedures;
- description and schedule of routine maintenance activities to be performed, including lubrication and inspection of all pumps, motors, and other equipment;
- the design life of each treatment unit; and
- a recommended spare parts inventory with source information."

802. Final operation and maintenance manual: ENGINEER will finalize the O&M manual by incorporating review comments.

- O&M Manual deliverables include:
 - » DRAFT O&M manual (PDF format)
 - » Final O&M manual (PDF format)

900 Other professional and subconsultant services

901. Freese & Nichols: Responsible for the design (all disciplines except electrical and instrumentation) of the Influent lift station, equalization basin, transfer pump station, grit removal and fine screen facility, peak flow storage, and odor control. Freese & Nichols scope also includes the design of the yard piping, site grading, paving and drainage, water line and force main, environmental assessment, cultural resources survey, and geomorphic assessment, and mountain bike trail system specialty services.

902. Brittain & Crawford: Topographic and horizontal control surveys, locate geotechnical borings, and prepare a digital file in Civil 3D or other software format compatible with Revit for integration into the 3D design models. Survey services will also include the plat of the Hartlee-Field Road property to show the plant site and easements for electrical and other utilities serving the site. It is assumed that easements for the force main and water line will be completed by Others.

903. LandTec: ENGINEER will contract the services of a licensed geotechnical firm to complete geotechnical investigation and provide written report documenting findings and recommendations for foundations, pavement, buried piping, fill material and other site-specific geotechnical recommendations along the alignments of force main and water line and at the water reclamation plant site. Geotechnical investigation will include setting and monitoring of piezometers.

904. Cobb-Fendley: ENGINEER will contract with a subsurface utility exploration firm to complete Level B and/or Level A subsurface utility exploration for the purposes of locating and identifying underground utilities and infrastructure along the force main and water line alignments to increase accuracy of design documents and reduce risk during construction.

905. 7 Arrows: Services in support of appraisal and acquisition of real estate for ROW and easement related to the project. Services may include open houses, public meetings and presentations and other real estate property work.

906. Enterprise Protection Associates: Services in support of security system design.

907. Radio specialist (firm to be determined): Services in support of radio communication to the Pecan Creek WRP, including field alignment and line of sight survey as well as support aligning and testing transmitters and receivers after installation.

908. TDLR Review (firm to be determined): ENGINEER will contract with a registered firm to complete the TDLR application form and submit for review.

1000 Special services

Services that may be needed in part or in full due to project delays, changes in project scope, or unplanned circumstances are included under special services. Written authorization will be obtained by ENGINEER prior to beginning work on any of the special service tasks.

1001. Additional project management and administration: This task includes the services associated with project management project delays or extension up to 24 months in addition to the basic services.

1002. Additional meetings: This task includes up to 10 meetings in addition to the basic services.

1003. Additional CMAR meetings: Up to 12 virtual meetings in addition to the basic services.

1004. 30% cost model validation: Completion of a full parallel 30% cost model for validation of CMAR cost model.

1005. 60% cost model validation: Completion of a full parallel 60% cost model for validation of CMAR cost model.

1006. 90% cost model audit: Complete a line item audit of the CMAR 90% cost model.

1007. Additional CMAR coordination: CMAR coordination up to 12 months in addition to basic services in the event of project delays or schedule extension.

1008. Additional Bid package 5: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1009. Additional Bid package 6: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1010. Additional Bid package 7: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1011. Additional Bid package 8: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1012. Additional pre-bid meetings: This task includes pre-bid meetings associated with the additional bid packages identified in Special Service item 1004 items a-d above.

1013. Additional monthly construction meetings: This task includes construction meetings associated with the additional bid packages identified in Special Service item 1004 items a-d above.

1014. Additional construction site visits: This task includes construction site visits associated with the additional bid packages identified in Special Service item 1004 items a-d above.

1015. Additional shop drawings: This task includes effort associated with review of up to 200 shop drawings and compliance submittals in addition to the basic services scope.

1016. Additional construction schedule and payment application reviews: This task includes review of up to 12 monthly pay applications and construction schedule updates in addition to the basic services in the event of construction schedule delays or extensions.

1017. Additional requests for information: This task includes review of up to 100 requests for information (RFI) in addition to the basic services.

1018. Additional RPR: On site RPR services for up to 24 months in addition to basic services.

1019. Freese & Nichols Special Services: Special services tasks mirror ENINGEER's special service tasks for their areas of responsibility. ENGINEER will include itemized task list and amount with each special service authorization request.

**ATTACHMENT B
COMPENSATION**

**CITY OF DENTON, TEXAS
CLEAR CREEK LIFT STATION AND WATER RECLAMATION PLANT
PRELIMINARY AND FINAL DESIGN**

TASK NUMBER	BASIC SERVICES TASK DESCRIPTION	DOLLARS
100	Project management, administration and coordination	\$ 1,026,113
	Project management, administration and subconsultant coordination	
200	Meetings, workshops, and site visits	\$ 1,049,529
	Kickoff workshop	
	Preliminary design CAMP®	
	Site visits	
	Preliminary design report and tech memo review workshops	
	30%, 60%, and 90% design review workshops	
	Regulatory and electrical utility coordination meetings	
300	Preliminary design	\$ 2,313,837
	Hydraulic and process design calculations	
	Electrical load calculations	
	Process flow diagrams and P&IDs	
	Technical memoranda 1-7, Executive Summary, OPCC	
	Preliminary design report, basis of design memorandum	
	TCEQ Summary Transmittal Letter	
400	Final design (Plans and Specifications)	\$ 14,622,288
	30% plans and specifications	
	60% plans and specifications	
	90% plans and specifications	
	Bid ready plans and specifications (up to 4 bid and procurement packages)	
	Quality control reviews at 30, 60, 90 design milestones	
500	CMAR Onboarding Support, Coordination, and Cost Model Reviews	\$ 495,200
	CMAR onboarding support	
	60% and 90% cost model reviews	
	General CMAR coordination	
600	Bid services and Engineering Services During Construction	\$ 4,878,618
	Addenda, pre-bid meetings	
	Monthly construction meetings and site visits	
	Review of shop drawing reviews, RFI, construction schedules, pay applications, contract modification requests	
	Substantial and final completion walk-throughs, punch list	
	As-built record drawings	
700	Resident Project Representative (RPR) and Construction Inspection	\$ 1,906,572
800	Operation and Maintenance Manual	\$ 487,989

**ATTACHMENT B
COMPENSATION**

**CITY OF DENTON, TEXAS
CLEAR CREEK LIFT STATION AND WATER RECLAMATION PLANT
PRELIMINARY AND FINAL DESIGN**

900	SUBCONSULTANTS	\$ 13,011,568
	Freese & Nichols, Inc. (Influent LS, EQ, Transfer PS, Headworks, Civil/Yard, Pipelines, Trails)	
	Brittain & Crawford (Survey)	
	LandTec (Geotechnical Engineering)	
	Cobb-Fendley (Subsurface Utility Exploration)	
	7 Arrows (Property Acquisition Services)	
	Enterprise Protection Associates (Security Engineering)	
	Radio Specialist (Firm to be determined)	
	TDLR Review and inspection (Firm to be determined)	
	Mark-up on Subconsultants excluding Freese & Nichols (10%)	\$ 170,206
	BASIC SERVICES TOTAL	\$ 39,961,920
	ADDITIONAL SERVICES TASK DESCRIPTION	
1000	ADDITIONAL SERVICES (BY WRITTEN AUTHORIZATION ONLY)	\$ 4,380,663
	SUBCONSULTANTS ADDITIONAL SERVICES	
	Freese & Nichols, Inc. (Mirror's Carollo Additional Services for FNI areas of responsibility)	\$ 1,186,256
	Mark-up on Subconsultants Additional Services Excluding Freese & Nichols (10%)	\$ -
	ADDITIONAL SERVICES TOTAL	\$ 5,566,919
	TOTAL PROPOSED ENGINEERING SERVICES (BASIC + SPECIAL SERVICES)	\$ 45,528,839

ATTACHMENT C INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

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

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

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

B. PROFESSIONAL LIABILITY INSURANCE

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as

damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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

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

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

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

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

Carollo Engineers, 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.

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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


3/18/2026

Signature of vendor doing business with the governmental entity

Date

E833D45A53684D8

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 2C2D3475-E742-4F53-B413-32A120C1B1DA
 Subject: Please DocuSign: City Council Contract 8213-019 Clear Creek WTP PSA
 Source Envelope:
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 Denton, TX 76209
 erica.garcia@cityofdenton.com
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Signer Events

Erica Garcia
 erica.garcia@cityofdenton.com
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Lori Hewell
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 Purchasing Manager
 City of Denton
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Leah Bush
 leah.bush@cityofdenton.com
 Assistant City Attorney
 Security Level: Email, Account Authentication (None)

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 3A6254145BDA469...

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Meera Victor
 mvictor@carollo.com
 Sr. Vice President
 Carollo Engineers
 Security Level: Email, Account Authentication (None)

Signed by:

 E8F3D3BE4E8343C...

Signature Adoption: Pre-selected Style
 Using IP Address:
 2600:1004:b342:5816:1071:fbb3:3eeb:ca45
 Signed using mobile

Sent: 3/18/2026 11:26:37 AM
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Signer Events	Signature	Timestamp
Troy Laman tlaman@carollo.com Vice President Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2026 12:19:26 PM ID: a4ae4c1c-9871-483a-a89f-1c0dfcdb77b7	Signed by:  E833D45A53684D3... Signature Adoption: Uploaded Signature Image Using IP Address: 4.16.103.70	Sent: 3/18/2026 11:26:37 AM Viewed: 3/18/2026 12:19:26 PM Signed: 3/18/2026 12:26:22 PM
Stephen D Gay stephen.gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2026 2:16:59 PM ID: 292f5d1a-cc73-4b86-b3ec-aa3753ad53a7	Signed by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 2607:fb90:8a62:94f1:8508:32f0:4e50:7a9d Signed using mobile	Sent: 3/18/2026 12:26:25 PM Viewed: 3/18/2026 2:16:59 PM Signed: 3/18/2026 2:17:38 PM
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Carbon Copy Events	Status	Timestamp
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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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