

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND FREESE AND NICHOLS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON SEPTEMBER 22, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$1,472,700.00; AMENDED BY AMENDMENT 1 APPROVED BY CITY COUNCIL; SAID SECOND AMENDMENT TO PROVIDE ADDITIONAL PROFESSIONAL, CONSTRUCTION, AND BID PHASE SERVICES FOR THE LAKE RAY ROBERTS REGULATORY AND PERFORMANCE UPGRADE PROJECT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 6590-093 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$1,470,477.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$3,606,487.00).

WHEREAS, on September 22, 2020, by Ordinance No. 20-1828, the City awarded a contract to Freese and Nichols, Inc., in the amount of \$1,472,700.00, to provide regulatory permitting, process evaluation, design services, and Texas Water Development Board funding assistance in support of the Lake Ray Roberts Water Treatment Plant Capacity Uprate, Regulatory and Performance Upgrades Project; and

WHEREAS, on December 14, 2021, by Ordinance No. 21-2680, the City awarded a First Amendment to Freese and Nichols, Inc., in the amount of \$663,310.00, for design services for the Lake Ray Roberts Water Treatment Plant Capacity Uprate, Regulatory and Performance Upgrades Project; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the additional fees under the proposed Second Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees 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 Second Amendment, increasing the amount of the contract between the City and Freese and Nichols, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Million Four Hundred Seventy Thousand Four Hundred Seventy-Seven (\$1,470,477.00) Dollars, is hereby approved and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to \$3,606,487.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

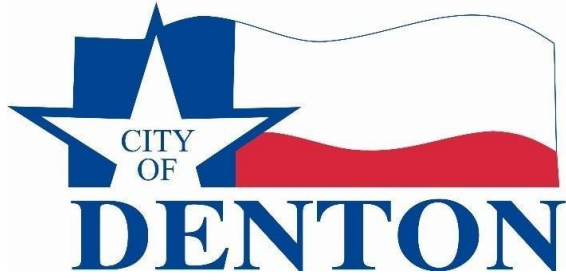
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.10.27 20:56:33 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	6590-093
File Name	RRWTP CAPACITY UPRATE REGULATORY AND PERFORMANCE UPGRADES
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND FREESE AND NICHOLS, INC.
PSA 6590-093**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 6590-093 (“Amendment”) by and between the City of Denton, Texas (“City”) and Freese and Nichols, Inc. (“Engineer”); to that certain contract executed on September 22, 2020, in the original not-to-exceed amount of \$1,472,700 (the “Original Agreement”); amended on December 14, 2021 in the additional amount of \$663,310 aggregating a not-to-exceed amount of \$2,136,010 (the “First Amendment”); (collectively, the Original Agreement, the First Amendment are the “Agreement”) for services related to the installation of the RRWTP Capacity Uprate Regulatory and Performance Upgrades.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$1,470,477 with this Amendment for an aggregate not-to-exceed amount of \$3,606,487; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

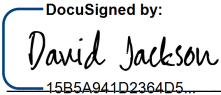
1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the RRWTP Capacity Uprate Regulatory and Performance Upgrades, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$1,470,477.
2. This Amendment modifies the Agreement amount to provide an additional \$1,470,477 for the additional services with a revised aggregate not to exceed total of \$3,606,487.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

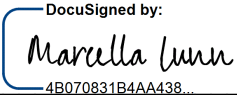
IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“Engineer”

FREESE AND NICHOLS, INC.

By:  _____
15B5A941D2364D5...

AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:  _____
4B070831B4AA438...

“CITY”


CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____

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

 Stephen D. Gay
FFB48BB9726E4A9 _____
SIGNATURE PRINTED NAME

Director

TITLE
Water Utilities

DEPARTMENT

Exhibit A

ATTACHMENT SC

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**CITY OF DENTON RAY ROBERTS WATER TREATMENT PLANT CAPACITY RE-RATE AND PERFORMANCE IMPROVEMENTS ADVERTISEMENT AND CONSTRUCTION PHASE GENERAL SERVICES**PROJECT UNDERSTANDING

The City of Denton (City) desires to conduct advertisement, request for proposal (RFP), and construct the Ray Roberts Water Treatment Plant (RRWTP) Capacity Re-rate and Performance Improvements (Project). These improvements were designed by Freese and Nichols, Inc. (FNI) under a separate Agreement for Engineering Related Professional Services.

The advertisement and RFP phase services are based on the use of the City's standard front-end contract documents and FNI's technical documents. The project advertisement and RFP procedures will follow the standard City processes and utilize the City's Procurement and Solicitation Portal (i.e., IonWave) to post the Project documents for advertisement. Based on the City's standard front-end contract documents, the competitive sealed proposal (CSP) process will be used. The Project RFP will be posted in the City's local media, and the City will pay the cost associated with the notice.

The construction phase services are based on the City's standard front-end contract documents and FNI's technical documents. For this scope of services, the construction duration is assumed to be the following:

- Substantial Completion: 20 months from general Contractor's notice to proceed.
- Final Completion: 22 months from general Contractor's notice to proceed.

ARTICLE I

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

- A. **PROJECT MANAGEMENT:** Perform general duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, and invoicing for the scope items identified below. Documentation will be in accordance with any regulatory requirements for the Project. These duties include maintaining regular contact with the City to help meet the needs of the City in a timely manner and executing work per the work plan, budget, and schedule.
- B. **PROPOSAL OR NEGOTIATION PHASE:** FNI shall provide professional services in this phase as follows:
 1. Basis of Services
 - a. The City's General Conditions for construction projects will be utilized on this Project. Modifications to these services required by the use of other general conditions, procurement, or contract administration procedures are an Additional Service.
 - b. The City agrees to include provisions in the Construction Contract Documents, *Project Manual and Plans for the Construction of the Ray Roberts Water Treatment Plant Capacity Re-Rate and Performance Improvements*, which will require the general Contractor to include FNI and their subconsultants on this Project (1) to be listed as an additional insured on the

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general Contractor's insurance policies and to include a waiver of subrogation where appropriate for the insurance policy and (2) to be listed as an indemnified party in the Contractor's indemnification provisions where the City is named as an indemnified party

2. Assist City in Securing Proposals.
 - a. Issue an Invitation to Offerors to prospective contractors and vendors listed in FNI's database of prospective bidders and to selected plan rooms. Provide a copy of the Invitation to Offerors for the City to use in notifying construction news publications and publishing the appropriate legal notice in the local media. The City shall pay the cost for publications.
 - b. Coordinate with the City to post a notice of the Project on the City's Procurement Website that lists projects for which bids and proposals are being solicited.
 - c. Coordinate with the City to post Contract Documents on the City's Procurement Website designed to allow prospective bidders and offerors to download documents for review and use in preparing a bid and proposal.
 - d. Plan rooms, subcontractors, suppliers, and vendors will also have access to the Contract Documents through the City's Procurement Website.
 - e. Those downloading Construction Documents may print copies of the Contract Documents from the downloaded files. Printed copies will not be provided to prospective bidders and offerors by FNI.
 - f. These services are based on the use of the IonWave as the City's Procurement Website. The use of FNiManager as the procurement website is an Additional Service.

3. Pre-Proposal Conference.
 - a. Assist the City in conducting two (2) pre-proposal conferences for the construction project.
 - b. Attend the tour of the project site after the pre-proposal conferences.
 - c. Responses to questions at the pre-proposal conference will in the form of an addenda issued after the conference.
 - d. The list of those attending the pre-proposal conference will be posted to the City's Procurement Website.

4. Proposal Phase Requests for Information and Addenda
 - a. Assist the City by responding to questions and interpreting the proposal documents.
 - b. Assist the City by managing the responses to questions posted on the City's Procurement Website.
 - (1). The City will respond to questions related to the procurement process.
 - (2). FNI will respond to questions related to the management/administration of the construction contract, the design, and/or other technical elements of the proposal documents.
 - c. FNI will provide responses to the City for posting to the City's Procurement Website.
 - d. Prepare and assist the City issue addenda to the proposal documents to plan holders, if necessary.
 - (1). The City will prepare addenda items related to the procurement process.
 - (2). FNI will prepare addenda items related to the management/administration of construction contract, the design, and/or other technical elements of the proposal documents.

5. Competitive Sealed Proposal Opening
 - a. Attend one (1) competitive sealed proposal opening.
 - b. Assist the City in the opening, tabulating, and analyzing the proposals received.

- c. Assist the City review the proposal submittals to determine which proposals are responsive to the Instructions to Offerors.
 - d. Assist the City review the offerors' proposal packages, specifically the below-listed items, to determine if the offeror meets the minimum qualifications outlined in the proposal document and are considered responsive.
 - (1). Section 00 41 01 "Proposal Form."
 - (2). Section 00 42 44 "Unit Price Proposal Form."
 - (3). Offeror's Past Experience Form.
 - (4). Offeror's Organization Chart and Key Personnel Resume Form.
 - (5). Offeror's Detailed Schedule and Written Plan to Achieve Substantial Completion and Final Acceptance within the Contract Time.
 - (6). Offeror's Safety Record.
 - (7). Section 00 43 14 "Offeror's Bond."
 - (8). Section 00 43 38 "Proposed Subcontractors Form."
 - (9). Section 00 45 27 "Contractor Compliance with Worker's Compensation Law."
 - (10). Section 00 45 44 "Corporate Resolution Authorizing Signatories."
 - e. Attend one (1) proposal evaluation workshop with the City to evaluate the submitted proposals as outlined in Section 00 21 16 "Instructions to Offerors" of the Construction Proposal Documents. The evaluation criteria include the following items:
 - (1). Proposal price.
 - (2). Quality, reputation, and ability to complete similar projects on schedule and within budget.
 - (3). Offeror's key personnel.
 - (4). Detailed schedule, phasing plan, and written plan to achieve Substantial and Final Acceptance within the Contract Time.
 - (5). Offeror's safety record.
 - f. Recommend award of contract or other appropriate actions to be taken by the City.
 - g. Pre-qualification of all prospective offerors and using a list of eligible offerors prior to the competitive sealed proposal opening is an Additional Service.
6. Printed Copies and Execution of Contract Documents
- a. Conforming Documents:
 - (1). FNI will conform the construction proposal documents for execution by incorporating information from the selected offeror and their surety into the construction proposal documents.
 - (2). Conformed plans and technical specifications will incorporate any changes from issued addenda into the final electronic documents, and the documents will be reprinted with the appropriate changes noted and clouded per FNI conformed and record drawing standards.
 - b. Notice of Award:
 - (1). The City will prepare a notice of award providing direction for the execution of the proposal/contract documents and send it to the selected offeror electronically.
 - (2). The City will review and confirm that the documents have been properly executed and signed by the selected offeror and proceed with execution by the City.
 - (3). The City will utilize DocuSign to electronically execute documents.
 - c. After the documents have been fully executed and found acceptable to the City, FNI will prepare and distribute the following copies of the documents:
 - (1). City:
 - (a). Proposal and Specification Books: Five (5).

- (b). Half-size (11x17) plan sets: Four (4).
- (c). Full-size (22x34) plan sets: One (1).
- (d). Electronic Documents (Adobe PDF): One (1).
- (2). General Contractor:
 - (a). Proposal and Specification Books: Five (5).
 - (b). Half-size (11x17) plan sets: Three (3).
 - (c). Full-size (22x34) plan sets: Two (2).
 - (d). Electronic Documents (Adobe PDF): One (1).
- (3). Additional copies may be provided as an Additional Service.

C. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the proposal or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of the City's standard General Conditions for construction projects and assumes award of a single construction contract for all improvements implemented. Modifications to these services required by multiple construction contracts or by the use of other general conditions or contract administration procedures are an Additional Service. If General Conditions other than FNI's standard are used, the City agrees to include provisions in the General Conditions that require the Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the City is named as an indemnified party.

1. Standard Forms and Procedures:
 - a. Prepare standard forms for use by the City, FNI, and Contractor as part of the construction phase.
 - b. Prepare standard procedures based on the proposal contract documents for use by the City, FNI, and Contractor during the construction phase.
2. Pre-Construction Conference:
 - a. Assist the City in conducting one (1) pre-construction conference with the Contractor.
 - b. The purpose of this meeting is to:
 - (1). Introduce the City's staff, FNI's staff, and the Contractor's staff.
 - (2). Review the overall project and special sequencing of construction that includes shutdowns of existing facilities and critical tie ins.
 - (3). Review the contract administration including communication protocols, distributing specification and plan sets, contract times and notice to proceed, construction schedules prepared by the Contractor pursuant to the requirements of the

- construction contract, applications for payment, submittal procedures, and procedures for changes to the contract.
- (4). Review the control and management of the site including the Contractor's responsibility for site safety, working hours, and emergencies.
 - (5). Review the Contractor's quality management responsibilities.
 - (6). Review commissioning, starting, and initiation of operations procedures.
- c. Deliverables:
- (1). Meeting Agenda.
 - (2). Meeting Notes and Sign In List.
 - (2). Project Action Item Log.
 - (3). Project Decision Log.
3. Communication Procedures and Monthly Updates:
- a. Communication Procedures:
 - (1). Based on input received from the Pre-Construction Conference, FNI will establish communication procedures with the City and Contractor.
 - (2). The communication procedure will include a high-level project organization chart showing typical communication pathways. In addition, a contact list will be prepared for using in daily and emergency communications.
 - b. Monthly Updates:
 - (1). FNI will prepare, for the City's use, monthly updates of the Project's activities and progress.
 - (2). These updates will include a summary of work completed by FNI and the Contractor for the previous month; anticipated activities to be completed by FNI and the Contractor for the upcoming month; scheduled meetings, workshops, and shutdowns; duration of schedule utilized; construction amount spent; construction contract changes including pending cost proposals, field orders, and change orders; and photographs of various construction components.
4. Project Management Information Systems (PMIS):
- a. The Project will utilize the City's PMIS. Software for the PMIS is Procore.
 - b. Assist the City in setting up City's PMIS for the construction phase by providing the necessary information to the City.
 - c. The City's PMIS will provide for:
 - (1). Monitoring the progress of the Contractor's submittals and provide for filing and retrieval of project documentation.
 - (2). Producing monthly reports indicating the status of all submittals in the review process.
 - (3). Review Contractor's submittals, including requests for information, contract modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project.
 - (4). Monitoring the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
5. Submittals, Requests for Information, and Substitution Requests
- a. Review Contractor's submittals, including requests for information, shop drawings, schedules, and other submittals in accordance with the requirements of the Construction Contract Documents.

- b. Review quality-related documents provided by the Contractor, such as test reports, equipment installation reports, or other documentation required by the Construction Contract Documents.
 - c. Submittals (Product Data, Shop Drawings, and Operation and Maintenance Manuals)
 - (1). Provide review of up to 400 submittals (product data, shop drawings, and operation and maintenance manuals).
 - (2). This total number of submittals includes submittals, re-submittals, draft manuals, and final manuals. Reviewing submittals in excess of this quantity is an Additional Service.
 - d. Requests for Information
 - (1). Interpret the drawings and specifications for the City and Contractor.
 - (2). Prepare responses to requests for information and clarification submitted by the Contractor through the PMIS.
 - (3). Provide responses of up to 100 requests for information and clarification. Responded to requests in excess of this quantity is an Additional Service.
 - e. Substitution Requests
 - (1). Investigations, analyses, and studies requested by the Contractor and approved by the City for substitution of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.
6. Applications for Payment
- a. Review of Applications for Payment:
 - (1). Based on FNI's observations as an experienced and qualified design professional and review of the Contractor's payment requests and supporting documentation submitted by the Contractor, determine the amount that FNI recommends the Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
 - (2). The City inspection services team will provide the initial review of the Contractor's application for payment.
 - (3). Once the City's inspection services team and the Contractor are in agreement, the documentation will be submitted to FNI for review.
 - (4). FNI will review the documentation and submit to the City for signatures through DocuSign.
 - b. Provide review for the following applications for payment:
 - (1). Schedule of Values: Review up to one (1) initial and one (1) resubmittal of the Contractor's proposed schedule of values.
 - (2). Payment Application: Review up to twenty-one (21) payment applications.
 - (3). Final Payment Application: Review up to one (1) final payment application.
7. Construction Progress Meetings, Site Visits, and Workshops
- a. Construction Progress Meetings:
 - (1). Monthly construction progress meetings will be conducted at the Project site to review the status of construction, review the status of submittals and other documentation, and discuss project needs and coordination.
 - (2). Based on the estimated construction duration, twenty-one (21) monthly construction meetings are included with this Scope of Services. The first construction meeting is associated with the pre-construction meeting covered previously in this Scope of Services.
 - (3). Meetings in excess of the specified number are an Additional Service.

- (4). Deliverables:
 - (a). Meeting Agenda.
 - (b). Meeting Sign In.
 - (c). Submittal Log.
 - (d). Contract Change (Cost Proposals, Field Orders, and Change Orders) Log.
 - (e). Contractor-furnished Construction Schedule.
 - (f). Contractor-furnished Four-week Look Ahead Schedule.
- b. Site Visits:
 - (1). Make site visits to the construction site, as distinguished from the continuous services of a Resident Project Representative, to observe the progress and quality of work and to attempt to determine, in general, if the work is proceeding in accordance with the construction contract documents.
 - (2). These sites visits will be conducted separately from the construction progress meetings identified above.
 - (2). In this effort, FNI will endeavor to protect the City against defects and deficiencies in the work of the Contractor and will report any observed deficiencies to the City.
 - (3). Notify the City and Contractor of non-conforming work observed during visits.
 - (4). The following number of site visits are included with this Scope of Services:
 - (a). FNI's Project Manager/Assistant Project Manager: Twenty-one (21).
 - (b). Process Engineer – Ozone: Three (3).
 - (c). Electrical Engineer: Fourteen (14).
 - (d). Structural Engineer: Three (3).
 - (e). Heating, Ventilation, and Air Conditioning (HVAC) Mechanical Engineer: Two (2).
 - (f). Site Civil Engineer: Two (2).
 - (g). Architect: Two (2).
 - (5). Site visits in excess of the specified number are an Additional Services.
8. Construction Contract Modifications and Claims
 - a. Construction Contract Modifications:
 - (1). Establish procedures for administering changes to the construction contract.
 - (2). Prepare documentation for contract modifications required to implement modifications. Process contract modifications and negotiate with the Contractor on behalf of the City to determine the cost and time impact of these changes.
 - (3). Prepare change order documentation for approved changes for execution by the City.
 - (4). Documentation of field orders, where construction schedule (days) and the cost to the City is not impacted, will also be prepared.
 - (5). Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor, or other deviations from the construction contract documents requested by the Contractor and approved by the City are an Additional Service.
 - (6). Substitution of materials or equipment or design modifications requested by the City are an Additional Service.
 - b. Construction Claims:
 - (1). Receive and evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information by the Contractor or available in the project documentation.
 - (2). Endeavor to negotiate a settlement value with the Contractor on behalf of the City, if appropriate.

- (3). Providing these services to review or evaluate construction Contractor claim(s), supported by causes not within the control of FNI, are an Additional Service.
9. Transfer of Owner Pre-selected or Pre-purchased Items
 - a. Assist in the transfer of and acceptance by the construction Contractor of any equipment or materials pre-selected or pre-purchased by the City, as identified in the construction contract documents.
10. Substantial and Final Completion Review and Site Visits
 - a. Substantial Review and Site Visit
 - (1). Conduct, in company with the City's representative, one (1) substantial completion review and site visit of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents.
 - (2). Prepare a list of deficiencies to be corrected by the Contractor before the recommendation for final payment.
 - (3). Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor.
 - (4). In addition to the substantial completion review and site visit, the additional site visits listed below are included with this Scope of Services to assist the City with questions while the Contractor completes the deficiency list:
 - (a). FNI's Project Manager/Assistant Project Manager: Two (2).
 - (b). Process Engineer – Ozone: One (1).
 - (c). Electrical Engineer: Two (2).
 - (d). Heating, Ventilation, and Air Conditioning (HVAC) Mechanical Engineer: One (1).
 - (e). Site Civil Engineer: One (1).
 - (e). Architect: One (1).
 - b. Final Review and Site Visit
 - (1). Conduct, in company with the City's representative, one (1) final review and site visit of the Project to determine the substantial completion deficiency list has been completed by the Contractor.
 - (2). Review and provide comment on the certification of completion and the recommendation for final payment to the Contractor.
11. Record Plans
 - a. Revise the construction plans in accordance with the information furnished by the construction Contractor reflecting changes in the Project made during construction. Furnish the City with the following copies of "Record Drawings:"
 - (1). Half-size (11x17) plan set on bond paper: Three (3).
 - (2). Full-size (22x34) plan set on pond paper: Two (2).
 - (3). Full size (22x34) plan set on Mylar: One (1).
 - (4). Electronic (Adobe PDF) plan set: One (1).
 - b. Additional copies may be provided as an Additional Service.

D. WITNESS TESTING AND STARTUP/COMMISSIONING: FNI shall provide professional services during the construction of the Project:

1. Major Equipment Factory Witness Testing
 - a. The specifications provided with the construction contract documents are written such that the City may elect to witness the factory performance tests of the equipment identified below.
 - b. FNI would be compensated for the labor incurred for such witness tests.
 - c. The construction contract document specifications listed below have been prepared with the requirement that all travel expenses will be paid for by the equipment manufacturer.
 - d. The construction contract document specifications have been prepared requiring that FNI's labor and expenses incurred to witness testing following unacceptable tests must be paid for by the equipment manufacturer.
 - e. This task will only be initiated upon written authorization from the City. Should the City elect to have FNI witness the factory performance of the major equipment identified below, the identified engineer will provide the following services:
 - (1). Travel to the test location,
 - (2). Witness the performance tests,
 - (3). Provide recommendations to the City regarding acceptance, and
 - (4). Provide a technical memorandum summarizing the testing.
 - f. The following factory performance tests for major equipment are anticipated:
 - (1). Section 26 29 23 "Medium Voltage Adjustable Frequency Drives" – Two (2) units:
 - (a). One Electrical Engineer, One (1) trip, Five (5) days.
 - (2). Section 40 90 02 "Supervisory Control and Data Acquisition," Paragraph 3.06 – Factory Witness Test:
 - (a). One Electrical Engineer, one (1) trips, four (4) days.
2. Witness Testing
 - a. The specifications provided with the construction contract documents are written such that the witness tests identified below are required.
 - b. This witness testing will be conducted at the Project site by the identified engineer.
 - c. The following witness tests are anticipated:
 - (1) Section 40 90 02 "Supervisory Control and Data Acquisition," Paragraph 3.07 – Software Acceptance Test:
 - (a). One Electrical Engineer, four (4) trips, four (4) days.
 - (2). Section 40 90 02 "Supervisory Control and Data Acquisition," Paragraph 3.08 and 3.09 – Operational Readiness Test and Functional Demonstration Test:
 - (a). One Electrical Engineer, fourteen (14) trips, fourteen (14) days.
3. Process Startup And Commissioning
 - a. This task will only be initiated upon written authorization from the City. Should the City elect to have FNI onsite for facility startup and commissioning of the major processes identified below, the identified engineer will provide the following services:
 - (1). Witness the startup and commissioning,
 - (2). Provide input to the City's field inspection staff and Contractor regarding any necessary modifications, and
 - (3). Provide recommendations to the City regarding acceptance.

- b. The following major process startup and commissioning items are anticipated:
 - (1). Filter Nos. 1 – 4 Valve Replacement and Operational Changes
 - (a). FNI Project Manager/Assistant Project Manager: Five (5) days.
 - (b). Electrical Engineer: Five (5) days.
 - (2). Filter Nos. 5 – 8 Valve Replacement and Operational Changes
 - (a). FNI Project Manager/Assistant Project Manager: Five (5) days.
 - (b). Electrical Engineer: Five (5) days.
 - (3). Backwash Supply Storage Filling and Filter Nos. 1 – 8 Integration
 - (a). FNI Project Manager/Assistant Project Manager: Five (5) days.
 - (b). Electrical Engineer: Five (5) days.
 - (4). 1000 HP Medium Voltage Adjustable Frequency Drive
 - (a). FNI Project Manager/Assistant Project Manager: Three (3) days.
 - (b). Process Engineer: Three (3) days.
 - (c). Electrical Engineer: Five (5) days.

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

ARTICLE II

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

- 1. ADDITIONAL CONSTRUCTION SITE VISITS
 - a. FNI will provide the additional site visits outlined below, at the request of the City, to support the City's staff during the Construction Phase:
 - (1). FNI's Project Manager/Assistant Project Manager: Twenty-one (21).
 - (2). Process Engineer – Ozone: One (1).
 - (4). Structural Engineer: Three (3).
 - (5). Electrical Engineer: Seven (7).
 - (6). Heating, Ventilation, and Air Conditioning (HVAC) Mechanical Engineer: Two (2).
 - (7). Site Civil Engineer: One (1).
 - (8). Architect: Two (2).
 - (9). Geotechnical Engineer/Geologist: Two (2).
- 2. PART-TIME PROJECT INSPECTION SUPPORT
 - a. The City intends to utilize City staff to provide field inspection services and represent the City in the field.
 - b. In addition to these City furnished services, FNI will provide the identified staff and the following services:
 - (1). Construction Manager: 200 hours (averages to 10 hours per month for 20 months).
 - (2). Construction Inspector: 900 hours (averages to 10 hours per week for 20 months).
 - c. These services will provide support to the City's field inspection services staff and would be available, as needed, for questions and field support during construction activities. These services are not intended to be full-time resident project representation and will not include any inspection services.
 - d. The identified FNI staff will provide input to the City's field inspection services staff and FNI's project manager and assistant project manager regarding the work observed in the field.

3. OPERATION AND MAINTENANCE MANUAL
 - a. Provide an update to the Operation and Maintenance (O&M) Manual for the Ray Roberts Water Treatment Plant to reflect the Filter operational changes for filtration and backwash. The O&M Manual revisions will be consistent with current TCEQ requirements. The O&M Manual revisions will focus on the Filter modifications and improvements constructed as part this Project.
 - b. FNI will participate in one (1) quality review workshop, review updated sections of the manual, and receive input from the City.
 - c. FNI will prepare three (3) hard copies of the final O&M Manual revisions and one (1) copy in Adobe PDF format to the City.

4. PUBLIC UTILITIES BOARD AND CITY COUNCIL MEETINGS
 - a. Present at up to two (2) Public Utilities Board meetings.
 - b. Present at up to two (2) City Council meetings.

ARTICLE III

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

1. Design of elements not originally included in the Capacity Re-rate and Performance Improvements Design Project.
2. Field layouts or the furnishing of construction line and grade surveys.
3. GIS mapping services or assistance with these services.
4. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
5. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
6. Providing renderings, models, and mock-ups requested by the City.
7. Revisions to drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by the City or 2) due to other causes not solely within the control of FNI.
8. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.
9. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by City.

10. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
11. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment not specifically identified in Article I or Article II at any site remote to the project or observing tests required as a result of equipment failing the initial test.
12. Conducting pilot plant studies or tests.
13. Preparing Operation and Maintenance Manuals or conducting operator training, except for items specifically provided for in Article I.
14. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations thereof before any regulatory agency, court, arbitration panel or mediator.
15. Furnishing the services of a Resident Project Representative to act as the City's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for the City against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, F and Attachment RPR, if applicable.
16. If the City provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities, and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. The City agrees that whenever FNI informs him in writing that any such personnel provided by the City are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
17. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
18. Assisting the City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
19. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
20. Assisting the City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

21. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
22. Performing investigations, studies, and analyses of work proposed by construction contractors to correct defective work.
23. Design, contract modifications, studies, or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
24. Services required to resolve bid protests or to rebid the projects for any reason.
25. Visits to the site in excess of the number of trips included in Article I or Article II for periodic site visits, coordination meetings, or contract completion activities.
26. Any services required as a result of default of the Contractor(s) or the failure, for any reason, of the Contractor(s) to complete the work within the contract time.
27. Providing services after the completion of the construction phase not specifically listed in Article I or Article II.
28. Providing basic or additional services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
29. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
30. Providing services to review or evaluate construction Contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
31. Providing value engineering studies or reviews of cost savings proposed by construction Contractor(s) after bids have been submitted.
32. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
33. Providing follow-up professional services during Contractor's warranty period, except when specifically provided for in Article I or Article II.

ARTICLE IV

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

- Proposal or Negotiation Phase Services: Four (4) months from Notice to Proceed.

- Construction Phase General Representation: Twenty-four (24) months from the General Contractor Notice to Proceed.

Provides for two (2) months to develop record plans after construction.

- Resident Representative Phase Not included with this Scope of Services.

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

ARTICLE V

RESPONSIBILITIES OF THE CITY: The City shall perform the following in a timely manner so as not to delay the services of FNI:

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

- B. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to FNI's services for the Project.

- C. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the drawings and specifications.

- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. The City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. The City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by the City.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. If the City designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities, and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, F together with such adjustment of compensation as appropriate. FNI shall not be responsible for the decisions, actions, or directions made or given by a third-party Resident Project Representative, not for the acts or omissions of any person (except its own employees and agents) at the Project site or otherwise performing any of the work of the Project.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement, or other services as required.
- N. Bear all costs incidental to compliance with the requirements of this Article V.

ARTICLE VI

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

TASK	FEE	COMPENSATION TYPE
BASIC SERVICES		
A – Project Management	\$104,208	Lump Sum
B – Proposal or Negotiation Phase	\$117,936	Lump Sum
C – Construction Phase General Representation	\$805,756	Lump Sum
D – Witness Testing and Startup/Commissioning	\$155,508	Lump Sum
Total Basic Services Fee	\$1,183,408	
SPECIAL SERVICES		
SS.1 – Additional Construction Site Visits	\$69,734	Cost Plus Multiplier (Time and Materials)
SS.2 – Part-Time Project Inspection Support	\$183,479	Cost Plus Multiplier (Time and Materials)
SS.3 – Operation and Maintenance Manual	\$26,916	Cost Plus Multiplier (Time and Materials)
SS.4 – Public Utilities Board and City Council Meetings	\$6,940	Cost Plus Multiplier (Time and Materials)
Total Special Services Fee	\$287,069	
Total Fee	\$1,470,477	

ARTICLE VII

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative: Stephen Gay
Water Utilities Director
City of Denton
901-B Texas Street
Denton, Texas 76209
Stephen.Gay@cityofdenton.com

FNI's Designated Representative: James Naylor, P.E., BCEE
Vice President/Principal
101 South Locust Street, Suite 202
Denton, Texas 76201
(214) 217-2223 [office] | (817) 874-4187 [mobile]
James.Naylor@freese.com

FNI's Accounting Representative: Erin Westbrook
Operations/Financial Analyst
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
(817) 735-7395 [office]
Erin.Westbrook@freese.com

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of One Million One Hundred Eighty Three Thousand Four Hundred Eight Dollars (\$1,183,408).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Eighty Seven Thousand Sixty Nine Dollars (\$287,069).

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

Position	Hourly Rate	
	Min	Max
Professional 1	79	138
Professional 2	103	161
Professional 3	99	226
Professional 4	155	235
Professional 5	185	330
Professional 6	200	390
Construction Manager 1	98	127
Construction Manager 2	85	163
Construction Manager 3	125	154
Construction Manager 4	146	200
Construction Manager 5	181	252
Construction Manager 6	223	283
Construction Representative 1	80	81
Construction Representative 2	82	89
Construction Representative 3	94	150
Construction Representative 4	108	171
CAD Technician/Designer 1	65	136
CAD Technician/Designer 2	106	158
CAD Technician/Designer 3	138	200
Corporate Project Support 1	54	110
Corporate Project Support 2	70	175
Corporate Project Support 3	111	262
Intern / Coop	47	80

Rates for In-House Services and Equipment

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

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

Certificate Of Completion

Envelope Id: 381E6AACD6424A87A1D0F266441D975A	Status: Sent
Subject: Please DocuSign: City Council Contract 6590-093 Amendment 2	
Source Envelope:	
Document Pages: 21	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Crystal Westbrook
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	crystal.westbrook@cityofdenton.com
	IP Address: 198.49.140.104


Record Tracking

Status: Original	Holder: Crystal Westbrook	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
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Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/10/2022 1:12:16 PM Viewed: 10/11/2022 7:54:24 AM Signed: 10/11/2022 7:55:13 AM
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Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/11/2022 7:55:18 AM Viewed: 10/13/2022 1:45:03 PM Signed: 10/13/2022 2:12:41 PM
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David Jackson drj@freese.com Vice President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.209.239.171	Sent: 10/13/2022 2:12:45 PM Viewed: 10/13/2022 6:01:12 PM Signed: 10/13/2022 6:01:43 PM
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Stephen D. Gay
 stephen.gay@cityofdenton.com
 Director
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:

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Sara Hensley
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 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication
 (None)

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Scott Hubley
 chris.johnson@freese.com
 Security Level: Email, Account Authentication
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Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication (None)
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Annie Bunger
annie.bunger@cityofdenton.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Withdrawing your consent

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

Consequences of changing your mind

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

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

How to contact City of Denton:

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

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

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

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

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To withdraw your consent with City of Denton

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
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