

ORDINANCE NO. 20-1828

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

WHEREAS, on March 6, 2018, and June 5, 2018, the City Council approved a pre-qualified engineer list (Ordinance 2018-331) and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager is hereby authorized to enter into an agreement with Freese and Nichols, Inc., to provide professional engineering services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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


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

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

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

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

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



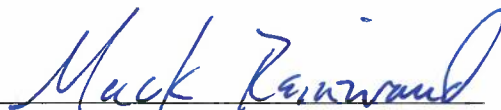
 CHRIS WATTS, MAYOR

ATTEST:
 ROSA RIOS, CITY SECRETARY

BY: 



APPROVED AS TO LEGAL FORM:
 AARON LEAL, CITY ATTORNEY

BY: 



Docusign City Council Transmittal Coversheet

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

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and FREESE AND NICHOLS, INC., with its corporate office at 4055 International Plaza, Suite 200, Fort Worth, TX 76109 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: RRWTP Capacity Uprate Regulatory and Performance Upgrades (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$1,472,700 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4
Obligations of the Engineer

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

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

circumstances and professional license; and

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

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

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

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

Texas Street, Denton, Texas 76209.

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

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

SECTION 5

Obligations of the City

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

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

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

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City

at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

O. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

P. Agreement Documents

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

Attachment A - Scope of Services, Compensation, Project Schedule

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

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

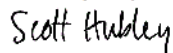
BY:
CITY OF DENTON, TEXAS

DocuSigned by:

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City Manager


Date: 9/23/2020

BY:
ENGINEER
FREESE AND NICHOLS, INC.

DocuSigned by:

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Scott Hubley, Vice President

Date: 8/14/2020

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

DocuSigned by:

22943FE13318483...
Signature

Director, Water & Wastewater Utilities

Title

water utilities


Department

Date Signed: 8/17/2020

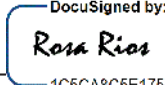
2020-657074

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: DocuSigned by:

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ATTEST:
ROSA RIOS, CITY SECRETARY

By:  DocuSigned by:
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ATTACHMENT A**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER****PROJECT UNDERSTANDING**

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

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

5. Flocculation/Sedimentation Basins
 - a. Replace the chain-and-flight sludge collection system located inside of the two (2) Flocculation/Sedimentation Basins.
 - b. Replace the two (2) existing 12-inch x 12-inch sluice/slide gates, one (1) at each Flocculation/Sedimentation Basin.
 - c. Add two (2) additional 12-inch x 12-inch sluice/slide gates with openings in the existing wall, one (1) at each Flocculation/Sedimentation Basin.
 - d. Replace the four (4) mud valves in Flocculation/Sedimentation Basin No. 1.
 - e. Repair minor wall cracking that is resulting in water seepage at the exterior walls of both Flocculation/Sedimentation Basins.
 - f. Replace portions of failed expansion joints in elevated walkways of both Flocculation/Sedimentation Basins.
 - g. Repair the walkway beam in Flocculation/Sedimentation No. 1 that has a spalled section.
 - h. Repair the cracked launder support beam in Flocculation/Sedimentation Basin No. 2.
 - i. Replace the lighting at the Flocculation/Sedimentation Basins with breakover style poles that facilitate maintenance activities.
6. Intermediate Ozone Contactors (IOC)
 - a. Replace eight (8) of the ten (10) 8-inch drain plug valves located inside of the IOC pipe gallery.
 - b. Replace two (2) 48-inch x 36-inch slide/sluice gates at the IOC effluent channel.
 - c. Based on discussions with the OWNER, the four (4) 20-inch x 20-inch slide/sluice gates at the IOC influent channel are in good condition and do not need to be replaced.
 - d. Replace the blowers associated with the ozone destruct units.
 - e. Design improvements to the ozone destruct system to reduce balancing and over-temperature alarm issues.
 - f. Replace ozone residual sample system with a closed-loop style system to mitigate potential ozone off-gassing and add ambient ozone analyzer in the IOC pipe gallery. Install an ozone residual monitoring location in the last cell of the ozone contactors.
 - g. Repair minor wall cracking that is resulting in water seepage.
 - h. Replace the lighting at the IOC with breakover style poles that facilitate maintenance activities
7. Filters
 - a. Replace eight (8) 12-inch air-scour butterfly valves and electric motor actuators.
 - b. Replace eight (8) 12-inch filter recycle butterfly valves and electric motor actuators.
 - c. Replace eight (8) 18-inch filter influent butterfly valves and electric motor actuators.
 - d. Replace eight (8) 24-inch filter drain butterfly valves and electric motor actuators.
 - e. Replace eight (8) 30-inch filter effluent butterfly valves and electric motor actuators.
 - f. Reconfigure elevated aluminum grating in pipe galleries to improve access to valves and sample ports located below grating.
 - g. Based on discussions with the OWNER, the eight (8) filter flow meters are in good condition and do not need to be replaced.
 - h. Replace the lighting at the Filters with breakover style poles that facilitate maintenance activities
8. Transfer Pump Station
 - a. Replace one (1) transfer pump with a similar size motor and pump.
 - b. The remaining two (2) transfer pumps will remain in service.

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

18. Main Drain Sump

- a. Replace one (1) pump with a smaller pump and provide matching shelf spare pump.

19. Additional Electrical/Instrumentation

- a. Update the Transfer Switch and Emergency Generators computer interface module computer system.

20. Laboratory Improvements

- a. Add additional door to the larger laboratory space.
- b. Add fume hood in the larger laboratory space.
- c. Add cabinets and counters to the larger laboratory space.

21. Septic System Improvements

- a. Design improvements to address flooding, sinking/settlement, and wiring.

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

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

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

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

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

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

ARTICLE I

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

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

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

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

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

Table 1: AACE International Cost Estimate Classification

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

- c. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, FNI has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, FNI makes no warranty that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.
6. Furnish OWNER five (5) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by OWNER, for each design submittal as described above. Upon final approval by OWNER, FNI will provide OWNER one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by OWNER.
7. Geotechnical Services
 - a. This Project will utilize previous geotechnical reports.
 - b. Additional geotechnical drilling, investigations, and reports will be an Additional Service.
- B. BID OR NEGOTIATION PHASE: Bid phase services are not included in this Scope of Services.
 - C. CONSTRUCTION PHASE GENERAL REPRESENTATION: General construction phase services are not included in this Scope of services.
 - D. FULL-TIME RESIDENT PROJECT REPRESENTATIVE: Resident project representation during the construction phase is not included in this Scope of Services.

ARTICLE II

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

1. Design Phase:

a. High Service Pump Station Drive Replacement

- i. The two (2) existing medium-voltage (4160 VAC), 1000 HP soft-starters will be replaced with two (2) medium-voltage variable frequency drives. These drives will for the two (2) existing 1000 HP pumps located at the High Service Pump Station.
- ii. The new structure will be located near the existing high service pump station.
- iii. The new structure will include HVAC systems to accommodate the heat-load associated with the drives.
- iv. The existing SCADA cabinet and PLC will be reused.

b. Solids Handling

- i. Evaluate up to three (3) options for short-term solutions to assist the OWNER with handling the solids at the LRRWTP. These options may include a sludge dewatering box, or the use of land application contractors.
- ii. Evaluate up to three (3) options for long-term solutions to assist the OWNER with handling the solids at the LRRWTP.
- iii. The evaluation will provide a description of each option with the advantages and disadvantages; proposed layouts showing the location of the drives and new structures; and with the opinion of probable construction cost for each option.
- iv. Deliverable: FNI will submit five (5) hard copies and an electronic copy (Adobe PDF) of the draft and final technical memorandum.

c. Disinfection System Conversion

- i. The intent of this Special Service is to assist the City with the conversion of the disinfection systems from bulk chlorine gas to bulk sodium hypochlorite (12.5-percent) and from anhydrous ammonia to liquid ammonium sulfate.
- ii. Prepare a basis of design technical memorandum. This memorandum will summarize the RRWTP flows, chlorine dosages, ammonia dosages, sodium hypochlorite feed rates and storage requirements, liquid ammonium sulfate feed rates and storage requirements. A preliminary site plan showing proposed storage area sizes and locations along with feed equipment locations will be provided as part of the memorandum. Process diagrams will be developed for the sodium hypochlorite and liquid ammonium sulfate storage and feed systems.
- iii. Based on the basis of design technical memorandum, provide detailed design of a sodium hypochlorite storage and feed system.
 1. The sodium hypochlorite storage system will be based on the design of a cast-in-place concrete containment structure with standing seam metal canopy, fiberglass reinforced plastic (FRP) tanks, and chemical transfer pumps. This storage area is proposed to be located east of the existing Chlorine and Ammonia Storage Building.
 2. The sodium hypochlorite feed system will be based on the use of a day tank and peristaltic chemical metering pumps. The day tank is proposed to be located in the existing chlorine storage area of the existing Chlorine and Ammonia Storage Building. The chemical metering pumps are proposed to be located in the existing chlorinator room of the existing Chlorine and Ammonia Storage Building.
 3. The liquid ammonium sulfate storage system will be based on the design of a cast-in-place concrete containment structure, fiberglass reinforced plastic (FRP) tanks, and chemical transfer pumps. This storage area is proposed be located east of the existing Chlorine and Ammonia Storage Building.
 4. The liquid ammonium sulfate feed system will be based on the use of a day tank and peristaltic chemical metering pumps. The day tank is proposed to be located

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

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

ARTICLE III

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

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

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

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

ARTICLE IV

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

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

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

ARTICLE V

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

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

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

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

ARTICLE VI

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

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

ARTICLE VII

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

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

FNI's Designated Representative –

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

FNI's Accounting Representative –

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

COMPENSATION

ATTACHMENT CO

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

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

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

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

Rates for In-House Services and Equipment

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

OTHER DIRECT EXPENSES:

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

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

Exhibit CIQ

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

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

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

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

n/a

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

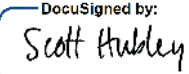
☒

No

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

n/a

4 ☒ I have no Conflict of Interest to disclose.

5 DocuSigned by:

D633E2176FF141F... ng business with the governmental entity

8/14/2020

Date

Certificate Of Completion

Envelope Id: B6CEE9092414E4395F365314C114B21	Status: Completed
Subject: Please DocuSign: City Council Contract 6590-093 RRWTP Capacity Uprate Regulatory & Performance Upgra	
Source Envelope:	
Document Pages: 36	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Crystal Westbrook
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	crystal.westbrook@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

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

Crystal Westbrook
crystal.westbrook@cityofdenton.com
Senior Buyer
City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell
lori.hewell@cityofdenton.com
Purchasing Manager

City of Denton
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mack Reinwand
mack.reinwand@cityofdenton.com
City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Scott Hubley
skh@freese.com

Security Level: Email, Account Authentication
(None)

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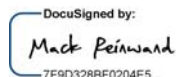
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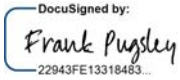
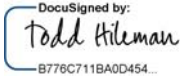

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Viewed: 8/13/2020 1:58:51 PM
Signed: 8/14/2020 3:01:03 PM

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

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

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Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/17/2020 10:12:45 AM
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Annie Bunger annie.bunger@cityofdenton.com Contract Control Specialist City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2020 9:35:35 AM
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Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

ORDINANCE NO. 21-2680

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST 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; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE RAY ROBERTS WATER TREATMENT PLANT UPRATING AND PERFORMANCE IMPROVEMENTS PROJECT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 6590-093 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$663,310.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,136,010.00).

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, the additional fees under the proposed First 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 First 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 Six Hundred Sixty-Three Thousand Three Hundred Ten and 00/100 (\$663,310.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$2,136,010.00.

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Vicki Byrd, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Brian Beck, District 2:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jesse Davis, District 3:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Alison Maguire, District 4:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Deb Armintor, At Large Place 5:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Paul Meltzer, At Large Place 6:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>


PASSED AND APPROVED this the 14th day of December, 2021.

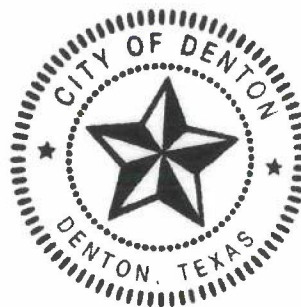

GERARD HUDSPETH, MAYOR

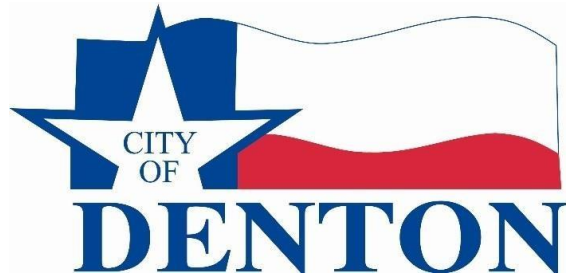
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o=City of Denton,
email=marcella.lunn@cityofdenton.com, c=US
Date: 2021.11.01 16:20:56 -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	DECEMBER 14, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-2680

**FIRST 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 FIRST 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 23, 2020, in the original not-to-exceed amount of \$1,472,700 (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 Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$663,310 with this Amendment for an aggregate not-to-exceed amount of \$2,136,010; 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 **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” to this Amendment, attached hereto and incorporated herein for all purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$663,310.
2. This Amendment modifies the Agreement amount to provide an additional \$663,310 for the additional services with a revised aggregate not to exceed total of \$2,136,010.

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.

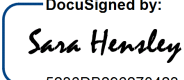
IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 12/14/2021.

“City”

“Engineer”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation
SARA HENSLEY, INTERIM CITY MANAGER

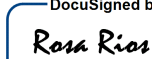
FREESE AND NICHOLS, INC.


By: 
5236DB296270423
AUTHORIZED SIGNOR

By: 
15B5A941D2364D5... Vice President
AUTHORIZED SIGNOR, TITLE

ATTEST:
ROSA RIOS, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
MACK REINWAND

BY: 
1C5CA8C5E175493...

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


FEB48BB0726E4A9...
SIGNATURE Stephen D. Gay
PRINTED NAME

Director
TITLE
Water Utilities
DEPARTMENT

EXHIBIT A

ATTACHMENT SC.1

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**PROJECT UNDERSTANDING**

The City of Denton (City) has requested that the Ray Roberts Water Treatment Plant (LRRWTP) Regulatory and Performance Upgrade Professional Services Agreement executed on September 23, 2020, be amended to include design services associated with the following two items:

- Modification of the backwash supply for the Ray Roberts Water Treatment Plant (WTP) Filter Complex.
- Replacement of additional electric motor operators (EMO) for valves and gates not included in the original scope of services.

MODIFICATIONS OF BACKWASH SUPPLY

The City of Denton (City) has requested that the Ray Roberts Water Treatment Plant Regulatory and Performance Upgrade Professional Services Agreement executed on September 23, 2020, be amended to include design services associated with the modification of the backwash supply for the Ray Roberts WTP Filter Complex.

The existing filters are classified as self-backwashing style filters. When one filter goes into backwash, the filtered water exiting the other filters is used to supply the backwash. The existing 30-inch diameter butterfly valve on the filtered water (filter outlet) line throttles the flow into the filter cell. The City has expressed concern regarding ability for the flow to be adjusted easily and to ensure that the filters are being adequately cleaned during a backwash.

Based on input from the City, the proposed backwash supply improvements will generally consist of a ground storage tank to store backwash at such an elevation as to provide the filters with a wide range of backwash flows. The major components that will be included in the modifications include:

- Backwash supply ground storage tank,
- Connection to the transfer pump station to fill the backwash supply ground storage tank with chlorine-free water,
- Flow control valve at the transfer pump station connection to throttle the fill of the backwash supply ground storage tank,
- Piping from the backwash supply ground storage tank to the filter complex,
- Piping improvements within the filter gallery to accommodate the new backwash supply connection,
- Electrical and instrumentation improvements to support the modifications,
- Programmable logic controller additions and programming modifications to convert to a new backwash approach.

The Ray Roberts WTP has eight filters, each with dimensions of 16'-0" by 29'-0" resulting in a filter surface area of 464 square feet (sf). The following backwash protocol is common for many WTPs:

1. Close the settled water valve (filter influent, BFV-F-1x1)
2. The filter will continue treating water as the water level drains.
3. Once the water level in the filter cell is below the top of the backwash troughs, the backwash waste valve (BFV-F-1x2) will open. Once this valve is open, the troughs will empty, and the settled water/backwash waste channel will drain.
4. Once the water level in the filter cell is 6 inches above the media (adjustable), the filtered water (filter effluent, BFV-F-1x3) will close.
5. The air scour valve (BFV-F-1x5) will open, and one of the air scour blowers will begin operations.

6. The air scour process will continue for an amount of time as desired by the City operations team (user input).
7. Upon the completion of the air scour only timer, the new backwash supply valve (BFV-F-1x6) will open and the new rate-of-flow control valve at the new backwash supply ground storage tank will begin to actuate to achieve the desired low backwash rate, as measured by the new master backwash flow meter located near the new backwash supply ground storage tank. The ramp up to the low-rate backwash will be 1 minute (adjustable).
8. The low-rate backwash rate is typically 5 gpm/sf (2,320 gpm); however, it will be field adjustable by the City operations team.
9. The combination air scour/low-flow backwash will continue until the water level within the filter cell is 6 inches (adjustable) from the bottom of the backwash waste troughs. At this time, the air blower will shutoff and the air-scour isolation valve (BFV-F-1x5) will close.
10. The low-rate backwash timer will begin with an initial setpoint of 5 minutes (adjustable).
11. The backwash rate will increase from the low rate to the high rate over 1 minute (adjustable). The high-rate backwash is typically up to 20 gpm/sf (9,280 gpm); however, it will be field adjustable by the City operations team.
12. The high-rate backwash timer will begin, with an initial setpoint of 10 minutes (adjustable).
13. Once the high-rate backwash timer has been reached, the backwash rate will decrease from the high rate to low rate over 1 minute (adjustable).
14. The low-rate backwash time will begin, with an initial setpoint of 5 minutes (adjustable). This step allows the media to re-stratify after the mixing caused by the air scour and high-rate backwash steps.
15. After the final low-rate backwash, the backwash waste valve (BFV-F-1x2) will close, allowing the water level in the filter cell to increase.
16. As the level approaches the normal operating level, the master rate-of-flow control valve will close.
17. The filter will be allowed to age, with all valves closed, for 5 minutes (adjustable).
18. After the aging process, the settled water valve (filter influent, BFV-F-1x1) will open and the filter-to-recycle valve (BFV-F-144) will open. The filter-to-recycle process will continue for a period of 10 minutes (adjustable).
19. Upon completion of the of the filter-to-recycle time, the filter-to-recycle valve (BFV-F-1x4) will close as the filtered water valve (filter effluent, BFV-F-1x3) opens.

Backwash Supply Storage Tank:

Based on the above filter backwash scenario, steps 7 through 15 will impact the size of the backwash supply storage tank. This scenario requires a backwash supply volume of approximately 144,000 gallons for each backwash. The current RRWTP backwash sequence uses approximately 250,000 gallons. If the high-rate backwash was extended from 10 minutes to 22 minutes, the proposed backwash volume would approach that currently used at the RRWTP. This approach will provide the RRWTP with the flexibility to extend the backwash, if necessary. Once in operation, if the RRWTP operations team can reduce the backwash volume used, the excess volume would allow for additional filters to be backwashed in sequence prior to refilling the tank. Storing four backwashes at the higher volume equates to a volume of 1,000,000 gallons.

The grade near the filters is approximately 598.00±. The top of the filter backwash troughs is approximately 592.10±. This provides approximately six feet of driving head for a backwash; however, the head loss through the piping, fittings, valves, underdrain, and media would be in excess of this available driving head. Based on preliminary evaluations, it appears that a ground storage tank may be possible.

A ground storage tank with a diameter of 85 feet and a side water depth of approximately 24 feet will provide a volume of 1,020,000 gallons. The proposed location for this tank will be adjacent to the transfer pump station. A second tank could be designed and constructed in this space beyond a RRWTP capacity of 50 MGD.

A master rate-of-flow valve and flow meter will be provided near the backwash supply storage tank to throttle the backwash flow to the filters.

Transfer Pump Station:

Each of the three transfer pump station pumps has a rated head of approximately 34.25 feet. The clearwell finished floor elevation is 596.00± and the overflow elevation is 628.00±. The inlet piping of the clearwell has a riser pipe with an elevation of 612.00±. The backwash supply storage tank geometry will be critical in balancing the flow split from the transfer pump station to the backwash supply storage tank and clearwell. Modifying the transfer pump station controls are not anticipated to achieve the above backwash protocol.

Filter Piping Modifications:

A pipe from the backwash supply tank will be provided to accommodate the high-rate backwash. This pipe will have provisions to connect to future filter galleries as the LRRWTP expands. This backwash supply pipe will split to accommodate the two existing filter galleries. It is anticipated that this pipe will have a diameter of 24 to 30 inches. Due to space constraints within the filter pipe gallery, the backwash supply headers will need to stay outside. Backwash supply drops for each filter will drop below grade and penetrate the existing exterior wall of the filter pipe gallery so that the backwash supply line will be below the access platforms. The individual filter backwash supply isolation valve will be equipped with an open/close electric motor operator and will be located exterior to the pipe gallery. The existing 30-inch diameter filtered water piping within the filter pipe gallery between the existing filtered water (effluent) butterfly valve (BFV-F-1x3) and the fittings at the filter cell wall will require modification. It should be noted that the space in this area is extremely tight. Besides the eight penetrations through the exterior wall, additional wall penetrations may be required for Filter No. 4 and 8 to support piping installation and connections.

REPLACEMENT OF ADDITIONAL ELECTRIC MOTOR OPERATORS

The City of Denton (City) has requested that the Ray Roberts Water Treatment Plant Regulatory and Performance Upgrades Professional Services Agreement executed on September 23, 2020, be amended to include design services associated with the replacement of additional electric motor operators for valves and gates not included in the original scope.

The existing electric motor operators utilize a serial RS-485 communication protocol, which has been problematic for the Ray Roberts Water Treatment Plant (WTP). The new operators will use individual input/output (discrete and analog) conductors to remedy those challenges and provide more stable and efficient communication.

The valves, sluice gates, and slide gates associated with these additional EMO replacements will not be replaced and will remain in service.

The PLCs identified within this Amendment will accept the following input/output (I/O) points from each motor operator being replaced:

- Discrete Input
 - In Remote
 - Fully Open
 - Fully Closed
- Discrete Output
 - Open Command
 - Close Command
- Analog Input (Modulating Duty Operators Only)
 - Valve Position Feedback

- Analog Output (Modulating Duty Operators Only)
 - Valve Position Setpoint

The modifications for the PLCs listed below are limited to adding I/O points to support the EMO replacements; however, no additional programming or transfer of process control and monitoring is included with these services. The majority of the plant processes' current monitoring and control strategy are executed by the Think-and-Do server, and the City is currently working toward replacing the Think-and-Do server with a Modicon M580 data aggregator. The current programming associated with monitoring and controlling the processes and valves will remain in the current system and configuration and will not be transferred to the new PLCs identified in this Amendment. The modifications to or replacements of the PLCs identified below are limited to gathering the necessary I/O associated with the electric motor operators identified in this Amendment.

Ray Roberts Water Treatment Plant Electric Motor Operators:

The additional electric motor operators to be replaced at the Ray Roberts WTP are summarized in Table 1. Based on input from the City, the valves and slide gates attached to the electric motor operators listed below will remain in place. No valves or gates will be replaced as part of the operator replacement.

Table 1: Additional RR WTP Electric Motor Operators

Tag. No.	Valve Size/Type	Open/Close or Modulating	Location
SLG-POC-1	20" x 20" Slide Gate	Open/Close	Pre-ozone Contactor No. 1
SLG-POC-2	20" x 20" Slide Gate	Open/Close	Pre-ozone Contactor No. 1
SLG-POC-5	48" x 36" Slide Gate	Open/Close	Pre-ozone Contactor No. 1
SLG-POC-3	20" x 20" Slide Gate	Open/Close	Pre-ozone Contactor No. 2
SLG-POC-4	20" x 20" Slide Gate	Open/Close	Pre-ozone Contactor No. 2
SLG-POC-6	48" x 36" Slide Gate	Open/Close	Pre-ozone Contactor No. 2
MV-FS-1	8" Mud Valve	Open/Close	Flocculation/Sedimentation Basin No. 1
TV-FS-1	8" Telescoping Valve	Modulating	Flocculation/Sedimentation Basin No. 1
MV-FS-2	8" Mud Valve	Open/Close	Flocculation/Sedimentation Basin No. 2
TV-FS-2	8" Telescoping Valve	Modulating	Flocculation/Sedimentation Basin No. 2
SLG-IOC-1	20" x 20" Slide Gate	Open/Close	Intermediate Ozone Contactor No. 1
SLG-IOC-2	20" x 20" Slide Gate	Open/Close	Intermediate Ozone Contactor No. 1
SLG-IOC-3	20" x 20" Slide Gate	Open/Close	Intermediate Ozone Contactor No. 2
SLG-IOC-4	20" x 20" Slide Gate	Open/Close	Intermediate Ozone Contactor No. 2
WG-TP-1	12' Weir Gate	Modulating	Transfer Pump Station
PV-TP-249	8" Plug Valve	Open/Close	Transfer Pump Station
BFV-WR-292	10" Butterfly Valve	Open/Close	Washwater Return to Raw Water Pipeline Connection
BFV-BB-441	12" Butterfly Valve	Open/Close	Filter Air Scour Blower Building

Tag. No.	Valve Size/Type	Open/Close or Modulating	Location
BFV-BB-444	12" Butterfly Valve	Open/Close	Filter Air Scour Blower Building

The switch from serial RS-485 communication to individual I/O (discrete and analog) conductors for each operator results in additional conduit and conductors. In addition, several programmable logic controllers (PLCs) will require modifications to support the additional I/O conductors.

This Amendment will also include the following modifications to the Ray Roberts WTP PLCs listed below:

- **PLC-06:**
 - PLC-06 is located within the Operations/Administration Building Electrical Room. The original Project included the addition of a small number of I/O points but did not require the replacement of this PLC.
 - Due to the increase in the I/O points, this PLC will require replacement due to the lack of available input/output points. Space within the Operations/Administration Building Electrical Room will not allow the installation of a second PLC. The original PLC and the associated cabinet will be replaced with a Modicon M340 PLC. The field wiring between the PLC cabinet and the existing field devices will remain and not be replaced. The construction sequencing of this work may request that the Ray Roberts WTP be offline for approximately two (2) weeks.
 - The following electric motor operators will be assigned to this PLC:
 - MV-FS-1
 - TV-FS-1
 - MV-FS-2
 - TV-FS-2
 - BFV-WR-292
- **PLC-10:**
 - As part of the original Agreement, PLC-10 was added at the Biologically Active Filters to support the improvements designed at Filter Nos. 5 through 8.
 - Additional design will be required to support this Amendment.
 - The following electric motor operators will be assigned to this PLC:
 - SLG-IOC-1
 - SLG-IOC-2
 - SLG-IOC-3
 - SLG-IOC-4
- **PLC-13:**
 - As part of the original Agreement, PLC-13 was added to the Transfer Pump Station Electrical Building to support the improvements designed at the Water Reclamation Basin.
 - Additional design will be required to support this Amendment.
 - The following electric motor operators will be assigned to this PLC:
 - WG-TP-1
 - PV-TP-249
- **PLC-14:**
 - An additional PLC will be required due to the number of I/O points added with the electric motor operators listed below. The current Pre-ozone Contactor operators are connected to PLC-02 (Ozone Building) via serial RS-485. Due to the length of the duct bank, conduit, and conductors required with this operator placement, a new Modicon M340 PLC is proposed.
 - PLC-14 will be a new PLC as part of this Amendment and located at the Pre-Ozone Contactor.
 - The following electric motor operators will be assigned to this PLC:

- SLG-POC-1
- SLG-POC-2
- SLG-POC-5
- SLG-POC-3
- SLG-POC-4
- SLG-POC-6
- Filter Air Blower Control Panels
 - Each filter air scour blower has an inlet control valve with an electric motor actuator connected to its associated blower control panel via serial RS-485. The control panel was supplied by Spencer Blower and programming modifications and potential hardware modifications to each control panel will be needed to accommodate individual I/O points from the motor operators.
 - The following electric motor operators will be replaced.
 - BFV-BB-441
 - BFV-BB-444

Ray Roberts Raw Water Pump Station Electric Motor Operators

Table 2 summarizes the additional electric motor operators associated with the Ray Roberts Raw Water Pump Station. Based on input from the City, the valves attached to the electric motor operators listed below will remain in place. No valves or gates will be replaced as part of the operator replacement.

Table 2: Additional RR WTP Raw Water Pump Station Electric Motor Operators

Tag. No.	Valve Size/Type	Open/Close or Modulating	Location
BFV-RW-005	30" Butterfly Valve	Open/Close	Raw Water Pump Station
BFV-RW-007	30" Butterfly Valve	Open/Close	Raw Water Pump Station
BFV-RW-009	30" Butterfly Valve	Open/Close	Raw Water Pump Station
BFV-RW-010	42" Butterfly Valve	Open/Close	Raw Water Pump Station
BFV-RW-011	30" Butterfly Valve	Open/Close	Raw Water Pump Station
BFV-RW-012	36" Ball Valve	Modulating	Raw Water Pump Station

Due to the number of added I/O points, the following PLC modifications will be required to support these operator replacements:

- PLC-15:
 - PLC-1 at the Raw Water Pump Station does not have the space to accommodate the number of additional I/O points associated with the proposed electric motor operators.
 - PLC-15 will be a new PLC as part of this Amendment and will be located at the Raw Water Pump Station.
 - The following electric motor operators will be assigned to this PLC:
 - BFV-RW-005
 - BFV-RW-007
 - BFV-RW-009
 - BFV-RW-010
 - BFV-RW-011
 - BFV-RW-012

ARTICLE I

BASIC SERVICES: The task lettering and numbering below is based on the Agreement and only tasks impacted by this Amendment are listed. FNI shall render the following professional services in connection with the development of the Project:

- A1. DESIGN PHASE – MODIFICATION OF BACKWASH SUPPLY: FNI shall provide professional services in this phase as follows:
1. Project Management:
 - a. Project management will be based on the services included in the original Professional Services Agreement.
 2. Kick-off Workshop:
 - a. Conduct one (1) additional project kick-off workshop with the OWNER at the OWNER's facility to (1) review the scope of services, (2) verify OWNER's requirements for the amended Project, and (3) review and update available data.
 - b. Deliverables:
 - i. Workshop agenda.
 - ii. Workshop notes.
 3. Meetings and Site Visits:
 - a. Conduct up to two (2) additional site visits by the engineering team to the Ray Roberts WTP for coordination of detailed design aspects for completion of the Project.
 - b. Conduct the following additional workshops with the OWNER during the design phase. FNI will submit relevant drawings, specifications, and detailed data for each workshop two (2) weeks before the workshop dates to allow the OWNER adequate time for review and comment.
 - i. Modification of Backwash Supply Review Workshop – 75% design level QC workshop.
 4. Detailed Design:
 - a. The detailed design scope tasks outlined in the Agreement will be applied to the design elements described in the Project Understanding – Modification of Backwash Supply section of this Amendment.
 5. Opinions of Probable Construction Cost:
 - a. The development of opinions of probable construction cost are outlined in the Agreement and will include the design elements described in the Project Understanding – Modification of Backwash Supply section of this Amendment.
 7. Geotechnical Services: FNI will provide professional services in this task as follows:
 - a. Field Exploration: Exploratory core borings previously drilled for the RR WTP encountered shale at approximately 40 to 44 feet or elevation 553 to 558 feet. Therefore, the following is planned for core borings at the ground storage tank:
 - i. Select and mark five (5) boring locations and notify Texas 811 and the City to request location marking of existing underground utilities prior to the field exploration.
 - ii. FNI will subcontract with a drilling contractor to drill five (5) borings to a depth of 50, 60, and 75 feet. Samples will be collected intermittently using continuous or hollow stem

augers and either split-spoon or tube sampler. Rock and rock-like materials will be sampled using an NX core barrel and/or tested insitu using a TxDOT Cone Penetration test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings to the ground surface.

- iii. FNI will provide an engineer or geologist, experienced in logging borings, to direct the drilling, log the borings, and handle the samples. Visual classification of the subsurface stratigraphy shall be provided according to the Unified Soil Classification System (USCS).
- b. Laboratory Testing
 - i. Testing shall be performed on soil samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
 - ii. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - (1) Classification test (liquid and plastic limits and percent pass the No. 200 sieve or gradation);
 - (2) Moisture content;
 - (3) Dry unit weight;
 - (4) Shear strength testing;
 - (5) One-dimensional swell (restrained); and
 - (6) Consolidation test.
- c. Engineering Analysis
 - i. FNI will prepare a technical memorandum of the geotechnical investigation that will include:
 - (1) Appendix with boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - (2) Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - (3) Foundation and site preparation recommends for the proposed ground storage tank.
 - (4) General discussion of expected construction related issues.
 - (5) Earthwork related recommendations for use during development of the plans and specifications.
- d. Deliverables
 - i. FNI will provide the City with three (3) draft copies and one (1) Adobe Portable Document Format (PDF) copy of the geotechnical memorandum for review and comment.
 - ii. FNI will provide the City with three (3) final copies and one (1) Adobe Portable Document Format (PDF) copy of the geotechnical memorandum for review and comment.

8. Topographic Survey Services: Topographic survey services will be coordinated by FNI and provided by a surveyor as a subconsultant to FNI.

A2. DESIGN PHASE –REPLACEMENT OF ADDITIONAL ELECTRIC MOTOR OPERATORS: FNI shall provide professional services in this phase as follows:

- 1. Project Management:
 - a. Project management will be based on the services included in the original Professional Services Agreement.

2. Kick-off Workshop:
 - a. Conduct one (1) additional project kick-off workshop with the OWNER at the OWNER's facility to (1) review the scope of services, (2) verify OWNER's requirements for the amended Project, and (3) review and update available data.
 - b. Deliverables:
 - i. Workshop agenda.
 - ii. Workshop notes.
 3. Meetings and Site Visits:
 - a. Conduct up to two (2) additional site visits by the engineering team to the Ray Roberts WTP for coordination of detailed design aspects for completion of the Project.
 - b. Conduct the following additional workshops with the OWNER during the design phase. FNI will submit relevant drawings, specifications, and detailed data for each workshop two (2) weeks before the workshop dates to allow the OWNER adequate time for review and comment.
 - i. Replacement of Additional Electric Motor Operators Review Workshop – 75% design level QC workshop.
 4. Detailed Design:
 - a. The detailed design scope tasks outlined in the Agreement will be applied to the design elements described in the Project Understanding – Modification of Backwash Supply section of this Amendment.
 5. Opinions of Probable Construction Cost:
 - a. The development of opinions of probable construction cost are outlined in the Agreement and will include the design elements described in the Project Understanding – Modification of Backwash Supply section of this Amendment.
- B. BID OR NEGOTIATION PHASE: Bid phase services are not included in this Amendment.
- C. CONSTRUCTION PHASE GENERAL REPRESENTATION: General construction phase services are not included in this Amendment.
- D. FULL-TIME RESIDENT PROJECT REPRESENTATIVE: Resident project representation during the construction phase is not included in this Amendment.

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. This Amendment does not include any Special Services.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Agreement or these Amended Basic Services or Special Services described above are Additional Services.

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:

- Design Phase – Modification Of Backwash Supply: Six (6) months from Notice to Proceed for this Amendment.
- Design Phase – Replacement Of Additional Electric Motor Operators: Six (6) months from Notice to Proceed for this Amendment.

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 Client 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 the Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: The responsibilities of the OWNER are outlined in the Agreement.

ARTICLE VI

COMPENSATION: Compensation will be based on the following breakdown of the proposed fee and in accordance with Attachment CO:

TASK	FEE	COMPENSATION TYPE
BASIC SERVICES		
A.1: Design Phase – Modification Of Backwash Supply	\$489,399	Lump Sum
A.2: Design Phase - Replacement Of Additional Electric Motor Operators	\$173,911	Lump Sum
Total Basic Services Fee	\$663,310	Lump Sum

Certificate Of Completion

Envelope Id: F7E9449F403044EABE5D079B91F7B6EA

Status: Completed

Subject: Please DocuSign: City Council Contract 6590-093 Amendment 1

Source Envelope:

Document Pages: 13

Signatures: 5

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

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Envelope Originator:

Crystal Westbrook

901B Texas Street

Denton, TX 76209

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

10/27/2021 2:12:01 PM

Holder: Crystal Westbrook

crystal.westbrook@cityofdenton.com

Location: DocuSign

Signer Events

Crystal Westbrook

crystal.westbrook@cityofdenton.com

Senior Buyer

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Tabitha Millsop

tabitha.millsop@cityofdenton.com

Assistant Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marcella Lunn

marcella.lunn@cityofdenton.com

Catherine Clifton, Interim City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Jackson

drj@freese.com

Vice President

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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David Jackson
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Signed: 10/29/2021 9:33:52 AM

Signer Events	Signature	Timestamp
Stephen D. Gay stephen.gay@cityofdenton.com Director Security Level: Email, Account Authentication (None)	DocuSigned by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/29/2021 9:33:54 AM Viewed: 10/29/2021 10:51:39 AM Signed: 10/29/2021 10:52:14 AM

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

Completed

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Electronic Record and Signature Disclosure:
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Sara Hensley
sara.hensley@cityofdenton.com
Interim City Manager
City of Denton
Security Level: Email, Account Authentication (None)

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

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

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

COPIED

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Carbon Copy Events	Status	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

ORDINANCE NO. 22-2265

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 Brian Beck and seconded by Jesse Davis. This ordinance was passed and approved by the following vote [7 - 0]:

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

PASSED AND APPROVED this the 15th day of November, 2022.



GERARD HUDSPETH, MAYOR

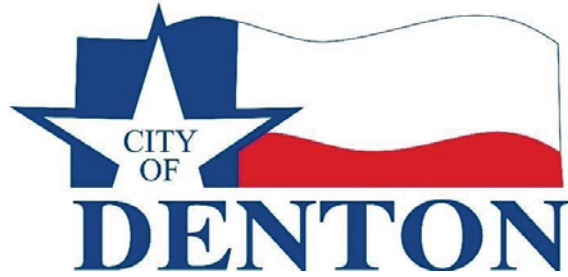
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: 
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityof
denton.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	NOVEMBER 15, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-2265

**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:

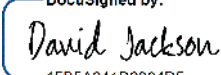
1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the RRWTP Capacity Uprate Regulatory and Performance Upgrades, are hereby authorized to be performed by Engineer. For and in consideration 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.

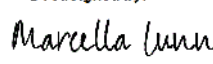
IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 11/15/2022.

“Engineer”

FREESE AND NICHOLS, INC.

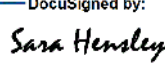
By: 
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AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

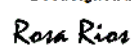
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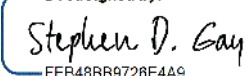
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: 
5238DB296270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

By: 
1C5CA8C5E175493...

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

 Stephen D. Gay
FEB48BB9728E4A9...
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

SC-1

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.

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- 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.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
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

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

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. 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: Completed

Subject: Please DocuSign: City Council Contract 6590-093 Amendment 2

Source Envelope:

Document Pages: 21

Signatures: 5

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

Crystal Westbrook

901B Texas Street

Denton, TX 76209

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

10/10/2022 1:08:31 PM

Holder: Crystal Westbrook

crystal.westbrook@cityofdenton.com

Location: DocuSign

Signer Events

Crystal Westbrook

crystal.westbrook@cityofdenton.com

Senior Buyer

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marcella Lunn

marcella.lunn@cityofdenton.com

Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Jackson

drj@freese.com

Vice President

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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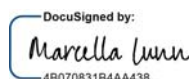
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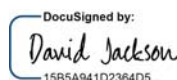
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Viewed: 10/13/2022 6:01:12 PM

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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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ID: b74dbfb2-38d7-407f-a824-ee7053fbbd48

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
City Manager
City of Denton
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

☐osa ☐ios
rosa.rios@cityofdenton.com
City Secretary
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

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Carbon Copy Events	Status	Timestamp
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<p><input type="checkbox"/> retna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/21/2022 1:38:37 PM Viewed: 10/24/2022 9:17:43 AM</p>
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<p>Annie Bunger annie.bunger@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/22/2022 6:39:14 AM ID: 5bb47e57-4b8d-48df-9f93-4ec29141b09a</p>	COPIED	<p>Sent: 11/16/2022 4:43:37 PM</p>
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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:

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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