

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECT OR ENGINEER

THIS AGREEMENT is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called “Owner” and Freese and Nichols, Inc., with its corporate office at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109 hereinafter called “Design Professional,” or “FNI”, acting herein, by and through their duly authorized representatives.

In consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

SECTION 1 EMPLOYMENT OF DESIGN PROFESSIONAL

The Owner hereby contracts with the Design Professional, a licensed Texas architect or engineer, as an independent contractor. The Design Professional hereby agrees to perform the services as described herein and in the Proposal, the General Conditions, and other attachments to this Agreement that are referenced in Section 6, in connection with the Project. The Project shall include, without limitation, (describe the Project in the space below or in an attachment):

The City of Denton (Owner) desires to conduct final design, bid phase and construction phase services for the Phase II Rehabilitation of the Lake Lewisville Water Treatment Plant (LLWTP). The project includes the following major work elements and are described in detail in referenced Exhibit A.

1. New WTP High Service Pump Station Electrical Switchgear and Office Building
2. Administration Building, Clearwell and High Service Pump Station Modifications
3. WTP Filter and Chemical Feed Modifications
4. Lake Lewisville Raw Water Pump Station (LLRWPS) Facilities Improvements
5. Lake Lewisville and Ray Roberts (RWPS) Zebra Mussel Improvements

SECTION 2 COMPENSATION

The Owner shall compensate the Design Professional as follows:

2.1 BASIC SERVICES

2.1.1 For Basic Services the total compensation shall be \$1,529,180.

2.1.2 Progress payments for Basic Services shall be paid in the following percentages for of the total compensation for the Basic Services satisfactorily completed at the end of the following phases of the Project:

Phase 1 Final Design	\$1,028,665	67.27%
Phase 2 Bid Phase	59,995	3.93%
Phase 3 Construction Phase	440,520	28.80%
Phase 4 Resident Project Rep	<u>Future</u>	
Total Basic Services	\$1,529,180	100%

2.2 ADDITIONAL SERVICES

2.2.1 Compensation for Additional Services shall be based on a schedule of charges per hour and is as follows:

Schedule of Charges

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	67	111
Professional - 2	95	142
Professional - 3	113	184
Professional - 4	138	201
Professional - 5	168	241
Professional - 6	176	333
Construction Manager - 1	84	108
Construction Manager - 2	98	151
Construction Manager - 3	144	170
Construction Manager - 4	151	222
CAD Technician/Designer - 1	59	104
CAD Technician/Designer - 2	86	130
CAD Technician/Designer - 3	113	167
Corporate Project Support - 1	36	109
Corporate Project Support - 2	66	130
Corporate Project Support - 3	82	264
Intern/ Coop	36	64

2.2.2 Compensation for Additional Services of consultants, including additional structural, mechanical and electrical engineering services shall be based on a multiple of 1.1 times the amounts billed to the Design Professional for such additional services.

2.3 REIMBURSABLE EXPENSES Reimbursable Expenses shall be a multiple of 1.1 times the expenses incurred by the Design Professional, the Design Professional's employees and consultants in the interest of the Project as defined in the General Conditions but not to exceed a total of \$1,529,180 without the prior written approval of the Owner.

SECTION 3 **INVOICES**

Invoices shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment**

provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.

SECTION 4
CONTRACT TERM

Design Professional is authorized to commence work under this contract upon execution of this Agreement. Design Professional will provide services from the date of execution and shall automatically expire upon completion of the work or receipt of the materials, and acceptance by the City of Denton.

SECTION 5

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2017-274702

Date Filed:
10/20/2017

Date Acknowledged:
11/07/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Denton

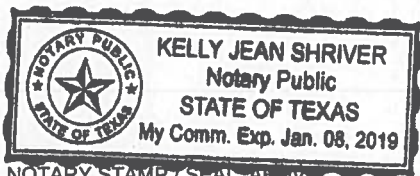
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Lake Lewisville WTP Ph II
ENGINEERING DESIGN FOR LAKE LEWISVILLE WATER TREATMENT PLANT PHASE II REHABILITATION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Robert	Fort Worth, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	New, John	San Antonio, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Taylor, Jeff	Houston, TX United States	X	

5 Check only if there is NO Interested Party.
☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Will Allanach
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Will Allanach, this the 20th day of October, 2017, to certify which, witness my hand and seal of office.

Kelly Jean Shriver
Signature of officer administering oath

Kelly Jean Shriver
Printed name of officer administering oath

Notary Public
Title of officer administering oath

SECTION 6
ENTIRE AGREEMENT

This Agreement includes this executed agreement and the following documents all of which are attached hereto and made a part hereof by reference as if fully set forth herein:

Exhibit A. Scope of Work and Assumptions for Engineering Design for Lake Lewisville Water Treatment Plant Phase II Rehabilitation

Exhibit B. The Design Professional's Proposal

This Agreement is signed by the parties hereto effective as of the date first above written.

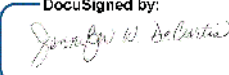
CITY OF DENTON

BY: _____
TODD HILEMAN
CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY:  _____
DocuSigned by:
5972538AC4584E9...

DESIGN FIRM

BY: _____
DocuSigned by:
15B5A941D2364D5...
Firm's Officer/Representative
(Signature)

2017-274702

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

WITNESS:

BY: _____

**CITY OF DENTON
GENERAL CONDITIONS
TO
AGREEMENT FOR ARCHITECTURAL OR ENGINEERING SERVICES AS NEGOTIATED**

ARTICLE 1. ARCHITECT OR ENGINEER'S RESPONSIBILITIES

1.1 The Architect or Engineer's services consist of those services for the Project (as defined in the agreement (the "Agreement") and proposal (the "Proposal") to which these General Conditions are attached) performed by the Architect or Engineer (hereinafter called the "Design Professional") or Design Professional's employees and consultants as enumerated in Articles 2 and 3 of these General Conditions as modified by the Agreement and Proposal (the "Services").

1.2 The Design Professional will perform all Services as an independent contractor to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt timely actions (the "Degree of Care"). The Services shall be performed as expeditiously as is consistent with the Degree of Care necessary for the orderly progress of the Project. Upon request of the Owner, the Design Professional shall submit for the Owner's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Professional or Owner, and any adjustments to this schedule shall be mutually acceptable to both parties.

ARTICLE 2 SCOPE OF BASIC SERVICES

2.1 BASIC SERVICES DEFINED The Design Professional's Basic Services consist of those described in Sections 2.2 through 2.6 of these General Conditions and include without limitation normal structural, civil, mechanical and electrical engineering services and any other engineering services necessary to produce a complete and accurate set of Construction Documents, as described by and required in Section 2.4. The Basic Services may be modified by the Agreement.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Design Professional, in consultation with the Owner, shall develop a written program for the Project to ascertain Owner's needs and to establish the requirements for the Project.

2.2.2 The Design Professional shall provide a preliminary evaluation of the Owner's program, construction schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subsection 5.2.1.

2.2.3 The Design Professional shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Design Professional shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations.

2.2.5 The Design Professional shall submit to the Owner a preliminary detailed estimate of Construction Cost based on current area, volume or other unit costs and which indicates the cost of each category of work involved in constructing the Project and establishes an elapsed time factor for the period of time from the commencement to the completion of construction.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Professional shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, which shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Owner's approval of the documents, Design Professional represents that the Documents and specifications will be sufficient and adequate to fulfill the purposes of the Project.

2.3.2 The Design Professional shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost in a further Detailed Statement as described in Section 2.2.5.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes and regulations.

2.4.2 The Design Professional shall assist the Owner in the preparation of the necessary bidding or procurement information, bidding or procurement forms, the Conditions of the contract, and the form of Agreement between the Owner and contractor.

2.4.3 The Design Professional shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 CONSTRUCTION CONTRACT PROCUREMENT

2.5.1 The Design Professional, following the Owner's approval of the Construction Documents and of the latest preliminary detailed estimate of Construction Cost, shall assist the Owner in procuring a construction contract for the Project through any procurement method that is legally applicable to the Project including without limitation, the competitive sealed bidding process. Although the Owner will consider the advice of the Design Professional, the award of the construction contract is in the sole discretion of the Owner.

2.5.2 If the construction contract amount for the Project exceeds the total construction cost of the Project as set forth in the approved Detailed Statement of Probable Construction Costs of the Project submitted by the Design Professional, then the Design Professional, at its sole cost and expense, will revise the Construction Documents as may be required by the Owner to reduce or modify the quantity or quality of the work so that the total construction cost of the Project will not exceed the total construction cost set forth in the approved Detailed Statement of Probable Construction Costs.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Design Professional's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment, unless extended under the terms of Subsection 8.3.2.

2.6.2 The Design Professional shall provide detailed administration of the Contract for Construction as set forth below. For design professionals the administration shall also be in accordance with AIA document A201, General Conditions of the Contract for Construction, current as of the date of the Agreement as may be amended by the City of Denton special conditions, unless otherwise provided in the Agreement. For engineers the administration shall also be in accordance with the Standard Specifications for Public Works Construction by the North Central Texas Council of Governments, current as of the date of the Agreement, unless otherwise provided in the Agreement.

2.6.3 Construction Phase duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written agreement of the Owner and Design Professional.

2.6.4 The Design Professional shall be a representative of and shall advise and consult with the Owner (1) during construction, and (2) at the Owner's direction from time to time during the correction, or warranty period described in the Contract for Construction. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in the Agreement and these General Conditions, unless otherwise modified by written instrument.

2.6.5 The Design Professional shall observe the construction site at least one time a week, while construction is in progress, and as reasonably necessary while construction is not in progress, to become familiar with the progress and quality of the work completed and to determine if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. Design Professional shall provide Owner a written report subsequent to each on-site visit. On the basis of on-site observations the Design Professional shall keep the Owner informed of the progress and quality of the work, and shall exercise the Degree of Care and diligence in discovering and promptly reporting to the Owner any observable defects or deficiencies in the work of Contractor or any subcontractors. The Design Professional represents that he will follow Degree of Care in performing all Services under the Agreement. The Design Professional shall promptly correct any defective designs or specifications furnished by the Design Professional at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Design Professional's Services hereunder or of the Project itself shall in no way alter the Design Professional's obligations or the Owner's rights hereunder.

2.6.6 The Design Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Design Professional shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents except insofar as such failure may result from Design Professional's negligent acts or omissions. The Design Professional shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

2.6.7 The Design Professional shall at all times have access to the work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

2.6.9 Based on the Design Professional's observations at the site of the work and evaluations of the Contractor's Applications for Payment, the Design Professional shall review and certify the amounts due the Contractor.

2.6.10 The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's observations at the site as provided in Subsection 2.6.5 and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Design Professional has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Design Professional shall have the responsibility and authority to reject work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

2.6.12 The Design Professional shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of (1) determining compliance with applicable laws, statutes, ordinances and codes; and (2) determining whether or not the work, when completed, will be in compliance with the requirements of the Contract Documents. The Design Professional shall act with such reasonable promptness to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Design Professional shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Design Professional as provided in Subsections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 On behalf of the Owner, the Design Professional shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and if requested by the Owner shall issue Certificates of Substantial and Final Completion. The Design Professional will receive and review written guarantees and related documents required by the Contract for Construction to be assembled by the Contractor and shall issue a final certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Design Professional shall interpret and provide recommendations on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results or interpretations or decisions so rendered in good faith in accordance with all the provisions of this Agreement and in the absence of negligence.

2.6.17 The Design Professional shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the work as provided in the Contract Documents.

2.6.18 The Design Professional (1) shall render services under the Agreement in accordance with the Degree of Care; (2) will reimburse the Owner for all damages caused by the defective designs the Design Professional prepares; and (3) by acknowledging payment by the Owner of any fees due, shall not be released from any rights the Owner may have under the Agreement or diminish any of the Design Professional's obligations thereunder.

2.6.19 The Design Professional shall provide the Owner with four sets of reproducible prints showing all significant changes to the Construction Documents during the Construction Phase.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in the Agreement or Proposal, and they shall be paid for by the Owner as provided in the Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Design Professional's control, the Design Professional shall notify the Owner in writing and shall not commence such additional services until it receives written approval from the Owner to proceed. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Design Professional shall have no obligation to provide those services. Owner will be responsible for compensating the Design Professional for Contingent Additional Services only if they are not required due to the negligence or fault of Design Professional.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subsection 2.6.5 is required, the Design Professional shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Design Professional, and the Design Professional shall be compensated therefor as agreed by the Owner and Design Professional.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making material revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
3. Due to changes required as a result of the Owner's failure to render decision in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the Owner's schedule, except for services required under Subsection 2.5.2.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.3.5 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.6 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work.

3.3.7 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Design Professional is party thereto.

3.3.8 Providing services in addition to those required by Article 2 for preparing documents for alternate, separate or sequential bids or providing services in connection with bidding or construction prior to the completion of the Construction Documents Phase.

3.3.9 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.3.9.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.4 Providing services relative to future facilities, systems and equipment.

3.4.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.6 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.7 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.8 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.9 Providing analyses of operating and maintenance costs.

3.4.10 making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.12 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

3.4.13 Providing interior design and similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 providing services other than as provided in Section 2.6.4, after issuance to the Owner of the final Certificate for Payment and expiration of the Warranty period of the Contract for Construction.

3.4.15 Providing services of consultants for other than architectural, civil, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.16 providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

3.4.17 Preparing a set of reproducible record drawings in addition to those required by Subsection 2.6.19, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Design Professional.

3.4.18 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.4.18.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall consult with the Design Professional regarding requirements for the Project, including (1) the Owner's objectives, (2) schedule and design constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements, as more specifically described in Subsection 2.2.1.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Design Professional, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

4.5 Where applicable, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 Where applicable, the Owner shall furnish the services of geotechnical engineers when such services are requested by the Design Professional. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Design Professional and are not retained by the Design Professional as part of its Basic Services or Additional Services.

4.7 When not a part of the Additional Services, the Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests of hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Owner under Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof in the absence of any negligence on the part of the Design Professional.

4.10 The Owner shall give prompt written notice to the Design Professional if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 Design Professional shall propose language for certificates or certifications to be requested of the Design Professional or Design Professional's consultants and shall submit such to the Owner for review and approval at least fourteen (14) days prior to execution. The Owner agrees not to request certifications that would require knowledge or services beyond the scope of the Agreement.

ARTICLE 5 CONSTRUCTION COST

5.1 CONSTRUCTION COST DEFINED

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Professional, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the Design Professional and Design Professional's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Design Professional represent the Design Professional's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or cost proposals will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of the Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties thereto. If such a fixed limit has been established, the Design Professional shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Procurement Phase has not commenced within 90 days after the Design Professional submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Design Professional for this Project are instruments of the Design Professional's service and shall become the property of the Owner upon termination or completion of the Agreement. The Design Professional is entitled to retain copies of all such documents. Such documents are intended only be applicable to this Project, and Owner's use of such documents in other projects shall be at Owner's sole risk and expense. In the event the Owner uses any of the information or materials developed pursuant to the Agreement in another project or for other purposes than are specified in the Agreement, the Design Professional is released from any and all liability relating to their use in that project.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Design Professional's reserved rights.

ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT

7.1 The Design Professional may terminate the Agreement upon not less than thirty days written notice should the Owner fail substantially to perform in accordance with the terms of the Agreement through no fault of the Design Professional. Owner may terminate the Agreement or any phase thereof with or without cause upon thirty (30) days prior written notice to the Design Professional. All work and labor being performed under the Agreement shall cease immediately upon Design Professional's receipt of such notice. Before the end of the thirty (30) day period, Design Professional shall invoice the Owner for all work it satisfactorily performed prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of the Owner upon termination of the

Agreement and shall be promptly delivered to the Owner in a reasonably organized form. Should Owner subsequently contract with a new Design Professional for continuation of services on the Project, Design Professional shall cooperate in providing information.

7.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Design Professional shall be compensated for services satisfactorily performed prior to notice of such suspension. When the Project is resumed, the Design Professional's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Design Professional's services.

7.3 The Agreement may be terminated by the Owner upon not less than seven days written notice to the Design Professional in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Design Professional or the Owner may terminate the Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Design Professional for work satisfactorily completed in accordance with the Agreement shall be considered substantial non-performance and cause for termination.

7.5 If the Owner fails to make payment to Design Professional within thirty (30) days of receipt of a statement for services properly and satisfactorily performed, the Design Professional may, upon seven days written notice to the Owner, suspend performance of services under the Agreement.

7.6 In the event of termination not the fault of the Design Professional, the Design Professional shall be compensated for services properly and satisfactorily performed prior to termination.

ARTICLE 8 PAYMENTS TO THE DESIGN PROFESSIONAL

8.1 DIRECT PERSONNEL EXPENSE

8.1.1 Direct Personnel Expense is defined as the direct salaries of the Design Professional's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

8.2 REIMBURSABLE EXPENSES

8.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Design Professional and Design Professional's employees and consultants in the interest of the Project, as identified in the following Clauses.

8.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

8.2.1.2 Expense of reproductions (except the reproduction of the sets of documents referenced in Subsection 2.6.19), postage and handling of Drawings, Specifications and other documents.

8.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

8.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

8.2.1.5 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

8.2.1.6 Other expenses that are approved in advance in writing by the Owner.

8.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

8.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 2 of the Agreement and the schedule of work.

8.3.2 If and to the extent that the time initially established in the Agreement is exceeded or extended through no fault of the Design Professional, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 2 of the Agreement.

8.3.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 2 of the Agreement based on (1) the lowest bona fide bid or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

8.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

8.4.1 Payments on account of the Design Professional's Additional Services and for Reimbursable Expenses shall be made monthly within 30 days after the presentation to the Owner of the Design Professional's statement of services rendered or expenses incurred.

8.5 PAYMENTS WITHHELD No deductions shall be made from the Design Professional's compensation on account of penalty, damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the Design Professional is responsible.

8.6 DESIGN PROFESSIONAL'S ACCOUNTING RECORDS Design Professional shall make available to Owner or Owner's authorized representative records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense for inspection and copying during regular business hours for three years after the date of the final Certificate of Payment, or until any litigation related to the Project is final, whichever date is later.

ARTICLE 9 INDEMNITY

9.1 The Design Professional shall indemnify and save and hold harmless the Owner and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the Owner, and including, without

limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the Design Professional or its officers, shareholders, agents, or employees in the performance of the Agreement.

9.2 Nothing herein shall be construed to create a liability to any person who is not a party to the Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to the Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 10 INSURANCE During the performance of the Services under the Agreement, Design Professional shall maintain the following insurance with an insurance company licensed or authorized to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

10.1 Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$250,000 in the aggregate.

10.2 Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.

10.3 Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident including occupational disease.

10.4 Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.

10.5 The Design Professional shall furnish insurance certificates or insurance policies to the Owner evidencing insurance in compliance with this Article 10 at the time of the execution of the Agreement. The General Liability and Automobile Liability insurance policies shall name the Owner as an additional insured, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the Owner, and each policy shall contain a provision that such insurance shall not be canceled or modified without thirty (30) days' prior written notice to Owner and Design Professional. In such event, the Design Professional shall, prior to the effective date of the change or cancellation, furnish Owner with substitute certificates of insurance meeting the requirements of this Article 10.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 The Agreement shall be governed by the laws of the State of Texas. Venue of any suit or cause of action under the Agreement shall lie exclusively in Denton County, Texas.

11.2 The Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Design Professional shall not assign its interests in the Agreement without the written consent of the Owner.

11.3 The term Agreement as used herein includes the executed Agreement, the Proposal, these General Conditions and other attachments referenced in Section 3 of the Agreement which together represent the entire and integrated agreement between the Owner and Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Design Professional. When interpreting the Agreement the executed Agreement, Proposal, these General Conditions and the other attachments referenced in Section 3 of the Agreement shall to the extent that is reasonably possible be read so as to harmonize the provisions. However, should the provisions of these documents be in conflict so that they can not be reasonably harmonized, such documents shall be given priority in the following order?

1. The executed Agreement
2. Attachments referenced in Section 3 of the Agreement other than the Proposal
3. These General Provisions
4. The Proposal

11.4 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional.

11.5 Upon receipt of prior written approval of Owner, the Design Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Professional in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Professional on the construction sign and in the promotional materials for the Project.

11.6 Approval by the Owner shall not constitute, nor be deemed a release of the responsibility and liability of the Design Professional, its employees, associates, agents, subcontractors, and sub consultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the design or other work prepared by the Design Professional, its employees, subcontractors, agents, and consultants.

11.7 All notices, communications, and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below signature block on the Agreement, certified mail, return receipt requested, unless otherwise specified herein. All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

11.8 If any provision of the Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform the Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

11.9 The Design Professional shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended during the term of this Agreement.

11.10 In performing the Services required hereunder, the Design Professional shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

11.11 The captions of the Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of the Agreement.

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

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.Not Applicable

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.

4 ☒ I have no Conflict of Interest to disclose.

5

 Signature of vendor doing business with the governmental entity

November 8, 2017

Date

Exhibit A

**SCOPE OF WORK AND ASSUMPTIONS FOR
ENGINEERING DESIGN FOR LAKE LEWISVILLE WATER TREATMENT PLANT
PHASE II REHABILITATION**

Narrative on Scope and Assumptions

The City of Denton (OWNER) desires to conduct final design, bid phase, and construction phase services for the Phase II rehabilitation of the Lake Lewisville Water Treatment Plant (LLWTP). The project includes the following major work elements:

1. New WTP High Service Pump Station Electrical Switchgear and Office Building:

Design of a new building, either adjacent to the existing LLWTP Administration building and entry road, or located at the site of the recently demolished Clearwell 1 location. Major design elements will include:

- a. Evaluation of the two alternative site locations and impact on cost and functionality of the facilities.
- b. New electrical building with Main-tie-Main switchgear configuration and MCC's for six (6) existing high service pumps and the existing backup backwash pump at the plant. This room shall be air conditioned for improved maintenance.
- c. Air-conditioned room with a raised floor within the electrical building to serve as a primary communication hub. The communication room will include OWNER fiber, a corporate server, and a new server for primary SCADA for each plant (LLWTP and Ray Roberts WTP).
- d. Six new office spaces, primarily located upstairs to serve the Plant Superintendent, Senior Engineer, SCADA Supervisor, SCADA Network, Administrative Assistant, and SCADA/PLC System Integrator.
- e. A small conference room capable of seating up to 10 persons. This room will depend on the outcome from 1.c. and 1.d. above.
- f. A break room with adequate staff tables, sink and microwave area for lunches and other breaks, along with a stove and full-size refrigerator.
- g. Men's and women's bathrooms.
- h. A storage room for map and paper file storage and copy room.
- i. Appropriate entrance road, parking, ingress, and egress to the new facilities. Existing entrance road will be resurfaced.
- j. ADA compliant facilities.
- k. Additional security for the building including appropriate video surveillance, security features, and a fence detection system for the plant fence.

2. Administration Building, Clearwell and High Service Pump Station Modifications:

- a. Replace existing bathroom partitions, bathroom sink areas and lockers in the Administration Building.
- b. Replace front doors and add electric hinge access control system locks.

Exhibit A

- c. Update existing break room (cabinets, appliances, stove, etc.)
- d. Replace lighting in the shop area of the Administration Building with LED lighting.
- e. Replace metal staircases to and from the High Service Pump Station (HSPS) room (two total).
- f. Install a new concrete staircase from the HSPS room along the wall to the front door area of the building.
- g. Blast and re-paint piping in HSPS and Header Room (between pipe gallery and pump room), and replace all bolts and gaskets on suction and discharge piping, fittings, and valves.
- h. Blast and grout rub all walls for HSPS and Header Room.
- i. Add roof drain downspout nozzles to existing roof drain pipes for Administration Building and Chemical Building No. 2.
- j. Evaluate and design ventilation system for HSPS.
- k. Rehabilitate or rebuild crane in HSPS.
- l. Demolish old HSPS electrical switchgear and MCC's replaced in Item 1 above.
- m. Replace existing HSPS metering vaults, including vault, venturi meters, lights, ventilation, sump pumps, etc. and improve operating and maintenance access for the vaults.
- n. Replace valves, PRVs and double-check assemblies on discharge piping in Header Room.
- o. Replace four (4) 36" suction side valves – two (2) on the clearwell lines in yard (OWNER will provide the valves) – and two (2) for High Service Pumps #5 and #6 (Supplied by Contractor).
- p. Replace three (3) 36" valves for the pump station discharges.
- q. Replace two (2) total 24" valves on Pump #5 and #6 discharges (OWNER will provide the valves).
- r. Install isolation gates valves and electric actuated butterfly valves on the discharge of HSPS pumps #1 and #4.
- s. Use STOPPLE Train or similar line isolation to facilitate valve replacements. Place isolations so that the Contractor can replace one (1) 36" gate valve and one (1) 30" gate valve on the distribution lines outside LLWTP property.
- t. Replace the access panels, lighting, and accessories within the vaults of HSPS pumps #5 and #6 and resurface the top deck of the vaults where delaminated.
- u. Replace the drive area between the clearwells and by the high service pump station with a new asphalt driveway.
- v. Evaluate and design drainage improvements around the existing clearwells.

3. WTP Filter and Chemical Feed Modifications:

- a. Replace actuators on the filter drain and effluent lines with simplified "open/close" actuators.

Exhibit A

- b. Evaluate and design improvements to resolve inadequate mixing of fluoride, chlorine, and ammonia feed into the treated water before the clearwells for chloramine disinfection.
- c. Evaluate and design method and sequence of construction to remove calcium buildup or replace the 30" filtered water line from filter pipe gallery to ammonia/fluoride mixing area. Replace bolts on bottom of tee in pipe gallery.
- d. Blast interior of 30" filtered water line and identify method for recoating of interior of the line.
- e. Blast and paint coagulated water lines and replace gaskets/bolts, etc.
- f. Relocate sample tap and plumbing for Free Chlorine residual.
- g. Replace five (5) metal handrails and stairs in the filter gallery and filter area (interior and exterior).
- h. Grout rub filter gallery and filter operating area walls for uniform appearance.
- i. Blast and coat edges of filters to match epoxy floor.
- j. Evaluate and design method to hide damaged ceiling insulation in filter operating area.
- k. Evaluate and design ventilation system for filter pipe gallery.
- l. Provide a landing platform and staircase from the northern double doors of the filter area to the blower building.
- m. Replace existing polymer feeders and tie them into the existing SCADA system for control.
- n. Paint walls in chemical buildings to match the previously rehabilitated (Phase I) adjacent areas.

4. Lake Lewisville Raw Water Pump Station (LLRWPS) Facilities Improvements:

- a. Relocate transformers to allow additional space next to the existing pump station for construction of chemical feed improvements for zebra mussel control.
- b. Remove existing potassium permanganate feed facilities to allow construction of new chemical feed system in Item 5 below.
- c. Replace roof and gutters on the pump station.
- d. Restore any wall penetrations and add new roof ventilation system with air intakes low and forced exhaust on the roof to eliminate short circuiting.
- e. Replace existing windows.
- f. Rehabilitate/repair overhead crane.
- g. Initial site visit and discussion with staff indicate no structural instability related to soils around pump station building. If contrary evidence appears during the project, more detailed investigations can be performed as an Additional Service. As part of Basic Services, identify options to fill voids under cantilevered portions of building floor.
- h. The existing wet well is showing signs of corrosion and decay, and the inlet valves are inadequately anchored for operation. Replace grating in the existing wet well area, rehab/replace existing ship's ladder, upgrade wet well lighting, and improve design of hold down struts for the inlet valves.

Exhibit A

- i. Add a middle intake or modify lower intake at the intake structure and add piers to the top and middle intakes. Replace the existing intake gates, stems, and actuators, and modify controllers to allow control of the gates from the pump room using a portable drive system or add actuators on grade level for remote operation.
- j. Install a new vault and actuated butterfly valve (including power and control to new vault) for the #4 pump discharge (OWNER will supply the vault and valve). Vault floor and sump will be added by Contractor.
- k. Replace the low service pump check valves and associated couplings and related equipment for all pumps. Blast and repaint all wetwell level piping.
- l. Add an electric gate operator at the main entrance gate and provide new concrete drive on either side of the entrance gate for required gate loops.
- m. Replace pump station interior and exterior lighting with LED lighting.
- n. Relocate the existing pedestrian entrance door and replace the roll-up door with a full-size roll-up.
- o. Replace the existing surge valve.
- p. The bypass valve was installed to provide a reduced flow option during low demand periods. Due to the exposed location, it is subject to freezing. Provide a new hot-box type structure around the existing bypass valve to weatherproof the valve and lines, and provide lifting eyes and access panels for maintenance.
- q. Install lightning protection on the associated buildings and facilities.

5. Lake Lewisville and Ray Roberts RWPS Zebra Mussel Improvements:

- a. Install new permanent chemical feed facilities for zebra mussel control at both the Lake Lewisville and Ray Roberts Raw Water Pump Stations, using permanent sodium permanganate feed systems and Copper Ion Generation feed system, consistent with the recommendations of the *2016 Manual for Control, Operation, and Maintenance of Zebra Mussels*.
- b. Install a new chemical feed building at the Lake Lewisville RWPS to house zebra mussel control chemical feed equipment, including a separate air-conditioned room for electrical, controls and communication equipment. Install new PLC in this building that controls new chemical feed facility along with existing pump station controls. Building shall be located adjacent to the pump station in the general area of the existing transformers.
- c. Provide potable water for Lake Lewisville raw water pump station shower/eyewash stations and as carrier water for the permanganate feed.
- d. Incorporate zebra mussel controls for all intakes at the Lake Lewisville Raw Water Pump Station.
- e. Install a new chemical feed building at the Lake Ray Roberts RWPS to house zebra mussel control chemical feed equipment. Building shall be located adjacent to the pump station in the area to the north.
- f. Add carrier water at the Ray Roberts RWPS to allow a chemical feed point for zebra mussel control in the 60" valve vault near the outlet channel.

Exhibit A

- g. Provide potable water from the Ray Roberts WTP, using a nominal 4" pipeline, to provide adequate flow for flushing activities. Include potable water to shower/eyewash stations and as carrier water for the permanganate feed.
- h. Evaluate and design improvements to the raw water feed line to facilitate mussel maintenance, including a means of draining the low point of the existing 60" pipeline, providing improved actuation of the 60" valve, and actuating the 12" drain valve.

ARTICLE I - BASIC SERVICES: FNI shall render the following professional services for the development of the Project:

A. Phase 1 - Final Design:

- 1. Meet with OWNER: (1) to review the scope of services, (2) to verify OWNER's requirements for the Project, and (3) to review and update available data.
- 2. Perform general administrative 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. These duties include maintaining routine contact with the OWNER to help meet the needs of the OWNER in a timely manner, and executing the work in accordance with the work plan, budget, and schedule.
- 3. Advise OWNER as to the necessity of OWNER's providing or obtaining data or services from others, and assist OWNER regarding any such services, for any services outside this scope of work.
- 4. Incorporate appropriate design standards and elements as identified from the Phase I Rehabilitation project to match new construction to the extent possible.
- 5. Perform process and hydraulic calculations consistent with design standards of TCEQ Chapter 290 requirements to size all treatment elements for final recommended alternative. Document calculations and any proposed variances to TCEQ rules for regulatory approvals.
- 6. Develop updated opinions of probable construction cost for the selected design.
- 7. Provide detailed Topographic Surveying of the LLWTP, LLRWPS and LRR RWPS sites, as required for the design phase.
- 8. Provide a Geotechnical Investigation and Geotechnical Engineering Report of the LLWTP new building sites, as required for the design phase.
- 9. Meetings and Site Visits:
 - a. Conduct bi-monthly progress meetings, up to a maximum of five (5) meetings during the design phase.
 - b. Conduct up to two (2) additional site visits by the engineering team to the WTP and/or pump stations, 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

Exhibit A

weeks prior to 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.
 - 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 LLWTP.
1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed for each milestone submittal described above and for the final construction contract documents. 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.
 2. 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.
 3. Advise OWNER of need for and recommend scope of any additional subsurface investigations, special analysis, hydraulic model studies, underwater exploration and mapping, 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.
 4. Furnish OWNER, when requested, the engineering data necessary for applications for routine permits required by local, state, and federal authorities. Preparation of applications and supporting documents for government grants, TWDB or other funding, or for planning advances is an Additional Service.
 5. 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.
 6. Submit drawings, specifications, design documentation and Construction Contract Documents to the applicable federal and state agency(s) for regulatory approval, where required. Submit drawings for the new building improvements to the Texas Department of Licensing and Regulation for required ADA compliance rule reviews and associated approvals, and to the OWNER's Planning and Development Department for review of building facilities.
 7. 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 spec standards in the Supplemental Conditions and Front-End Documents. This assumes the project is delivered using standard Design-Bid-Build.
 8. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.

Exhibit A

9. Prepare revised opinion of probable construction cost for the 30%, 60%, 90% and 100% design completion levels.
10. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
11. Furnish OWNER five (5) half-size sets and one electronic PDF copy of drawings, specifications, and bid proposals for each submittal review and workshop above, for review and approval by OWNER. Upon final approval by OWNER, FNI will provide OWNER five (5) half-size sets and one electronic PDF copy of "Final" sealed drawings and in CAD file format.

B. Phase 2 – Bid Phase Services

Bid phase services assume the project is constructed based on a standard Design-Bid-Build approach. Upon completion of the design services and approval of Final drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Issue a Notice to Bidders for the OWNER to distribute to prospective contractors and vendors, and to selected plan rooms, using the OWNER's standard bid process. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
2. Distribution of bid documents to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders shall follow the OWNER's standard bid procedure. FNI shall provide up to ten (10) sets of Bid Documents (three (3) full-size and seven (7) half-size) for the OWNER's use, and coordinate with the OWNER's procurement process for distribution of Contract Documents to prospective bidders and notification to plan rooms.
3. Communicate with potential bidders as required by the OWNER's standard bid process.
4. Assist OWNER by responding to questions and interpreting bid documents. Prepare and issue addenda, if necessary, to the bid documents and distribute to plan holders following the OWNER's standard bid process.
5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
6. Assist the OWNER in conducting two (2) separate pre-bid conferences for the construction project and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
7. Develop an example "Construction Sequence" presentation, demonstrating to potential Contractors possible methodologies for sequencing construction events. FNI will also provide special procedures and construction constraints, clearly identified in the plans, specs and in the presentation, to define limitations for the Contractor to take any unit process or plant facility out of service for construction.

Exhibit A

8. Assist OWNER in the preparation of Conformed or "As-Bid" Construction Contract Documents. Conformed plans and specifications shall incorporate any changes from addendum into the final electronic documents and the documents shall be reprinted with the appropriate changes notated and clouded per FNI record drawing standards. Provide ten (10) half-size sets of Conformed for Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the OWNER and construction contractor. Distribute five (5) copies of these documents and one electronic PDF copy to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with the remaining five (5) copies and one electronic PDF copy of these documents for use during construction. Additional sets of documents can be provided as an additional service.
9. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

C. Phase 3 – Construction Phase Services:

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI and its subconsultants 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 and its subconsultants 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.

1. Assist OWNER in conducting one (1) pre-construction conference with the selected Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and proposed construction. The construction contractor shall submit pay requests as per this contract. Upon review FNI will recommend approval or rejection of the request submitted to the OWNER.
2. Establish communication procedures with the OWNER and Contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system, consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review and respond to contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

Exhibit A

4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make up to twenty (20) monthly visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site more than the specified number are an additional service.
6. Make up to ten (10) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection as may be required for the project.
7. Provide up to a maximum of 600 hours of on-site construction inspection (as distinguished from the continuous services of a full time Resident Project Representative). This effort will involve weekly visits to the sites for review and inspection of ongoing progress, and coordination with the Contractor.
8. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
9. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall assigned as an allowance to the construction contract documents and is not included in the services to be performed by FNI.
10. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
11. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where completion schedule or cost to OWNER is not impacted, will also be prepared. 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 OWNER are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
12. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim based on information submitted by the Contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing

Exhibit A

these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

13. Assist in the transfer of and acceptance by the construction contractor of any OWNER furnished equipment or materials.
14. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work more than two trips are an additional service.
15. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Five (5) half-size sets of prints of these Record Drawings and one (1) full size mylar prints shall be provided by FNI to OWNER. All digital record drawing and CAD files will be provided to the OWNER via electronic submission.

D. Phase 4 – Full Time Resident Project Representative

1. The OWNER will make a determination at a later date as to whether these services will be provided by FNI or by others. If it is determined that FNI will provide these services, then the scope and effort associated with those services will be added as an Additional Service to the project.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. 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.
- E. Providing renderings, model, and mock-ups requested by the OWNER.
- F. Revising 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.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required regarding the replacement of such Work.

Exhibit A

- H. 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.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. 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 because of equipment failing the initial test.
- K. Conducting pilot plant studies or tests.
- L. Conducting operator training.
- M. 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.
- N. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase, beyond the hours listed for part-time construction inspection. The Resident Project Representative will act as directed by FNI 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 OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If OWNER provides personnel to support or to conduct the activities of the Resident Project Representative, 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. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- O. 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.
- P. 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).
- Q. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

Exhibit A

- R. Assisting OWNER in the defense or prosecution of litigation relating to 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.
- S. 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.
- T. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- U. 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.
- V. Services required to resolve bid protests or to rebid the projects for any reason.
- W. Visits to the site more than the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- X. Any services required because of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- Y. Providing services after the completion of the construction phase not specifically listed in Article I.
- Z. 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 OWNER.
- AA. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- BB. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- CC. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- DD. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- EE. Provide follow-up professional services during Contractor's warranty period except as specifically provided in Article I.

Exhibit A**ARTICLE III**

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 -	10 months from completion of Preliminary Design Phase
Bid Phase -	3 months from completion of Final Design Phase
Construction Phase -	18 months from Contractor NTP
Resident Representation Phase -	Concurrent with Construction Phase (Not part of this Scope)

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, delays by the construction contractor not within the control of 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.

Exhibit AARTICLE IV

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 certain Change Orders may be required. Unless noted otherwise, the OWNER shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by FNI under this Agreement ("Covered Change Orders"). Accordingly, OWNER agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against FNI based on professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of FNI for the costs of Covered Change Orders in excess of such percentage will be determined based on applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of FNI related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the OWNER.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes FNI's officers, directors, partners, employees, agents, and subconsultants.

- 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.

Exhibit A

- 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 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. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- J. 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 services as defined in Article I, D, together with such adjustment of compensation as appropriate.
- 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 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.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Article II of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article IV.

Exhibit AARTICLE VCOMPENSATION

Following is the breakdown of the proposed lump sum fees:

Phase 1 – Final Design	\$1,028,665
Phase 2 – Bid Phase	\$ 59,995
Phase 3 – Construction Phase	\$ 440,520
Phase 4 – Resident Project Rep.	FUTURE
Total Basic Services	\$1,529,180

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

OWNER's Designated Representative –

Mamun Yusuf, P.E.
Senior Engineer –
Water Production Division
City of Denton
9401 Lake Ray Roberts Dam Road
Aubrey, Texas 76227
940-349-7523
mamun.yusuf@cityofdenton.com

FNI's Designated Representative –

David Jackson, P.E., BCEE
Vice President
2711 N. Haskell Ave, Suite 3300
Dallas, TX 75204
214-217-2257
David.Jackson@freese.com

FNI's Accounting Representative –

Sharon James
4055 International Plaza, Suite 200
Fort Worth, TX 76109
817-735-7298
sharon.james@freese.com

Exhibit A**RESIDENT PROJECT REPRESENTATION**

- A. The OWNER will have a Resident Project Representative on the Site. If the OWNER chooses to have FNI provide these services, the duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
1. Resident Project Representative is FNI's agent at the site, will act as directed by and under the supervision of FNI, and will confer with FNI regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with FNI and Contractor, keeping OWNER advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of FNI.
- B. Duties and Responsibilities of Resident Project Representative:
1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with FNI concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as FNI's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist FNI in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify FNI of availability of Samples for examination.
 - c. Advise FNI and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by FNI.

Exhibit A

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to FNI whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise FNI of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to FNI appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to FNI.
6. Interpretation of Contract Documents: Report to FNI when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by FNI.
7. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to FNI. Transmit to Contractor in writing decisions as issued by FNI.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, FNI's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
9. Reports:
 - a. Furnish to FNI periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.

Exhibit A

- b. Consult with FNI in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to FNI Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to FNI and OWNER the occurrence of any accident.
10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to FNI for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
- a. Before FNI issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Conduct a final inspection in the company of FNI, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to FNI concerning acceptance.
- C. Limitations of Authority of Resident Project Representative:
- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by FNI.
 - 2. Shall not exceed limitations of FNI's authority as set forth in Agreement or the Contract Documents.
 - 3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.

Exhibit A

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of OWNER or Contractor.
6. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by FNI.



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November 8, 2017

Mamun Yusuf, P.E.
Senior Engineer
City of Denton
9401 Lake Ray Roberts Dam Rd.
Aubrey, Texas 76227

Re: Lake Lewisville WTP Phase II Improvements
Proposed Scope and Fee

Dear Mr. Yusuf:

Freese and Nichols (Consultant) is pleased to submit our official proposed scope and fee to the City of Denton (Owner) for the Lake Lewisville WTP Phase II Improvements Project. Our proposal is provided in the attached pages.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Jackson', with a long horizontal flourish extending to the right.

David R. Jackson, P.E., BCEE
Vice President

cc: Robyn Forsyth, City of Denton

Attachments

Exhibit B**Narrative on Scope and Assumptions**

The City of Denton (OWNER) desires to conduct final design, bid phase, and construction phase services for the Phase II rehabilitation of the Lake Lewisville Water Treatment Plant (LLWTP). The project includes the following major work elements:

1. New WTP High Service Pump Station Electrical Switchgear and Office Building:

Design of a new building, either adjacent to the existing LLWTP Administration building and entry road, or located at the site of the recently demolished Clearwell 1 location. Major design elements will include:

- a. Evaluation of the two alternative site locations and impact on cost and functionality of the facilities.
- b. New electrical building with Main-tie-Main switchgear configuration and MCC's for six (6) existing high service pumps and the existing backup backwash pump at the plant. This room shall be air conditioned for improved maintenance.
- c. Air-conditioned room with a raised floor within the electrical building to serve as a primary communication hub. The communication room will include OWNER fiber, a corporate server, and a new server for primary SCADA for each plant (LLWTP and Ray Roberts WTP).
- d. Six new office spaces, primarily located upstairs to serve the Plant Superintendent, Senior Engineer, SCADA Supervisor, SCADA Network, Administrative Assistant, and SCADA/PLC System Integrator.
- e. A small conference room capable of seating up to 10 persons. This room will depend on the outcome from 1.c. and 1.d. above.
- f. A break room with adequate staff tables, sink and microwave area for lunches and other breaks, along with a stove and full-size refrigerator.
- g. Men's and women's bathrooms.
- h. A storage room for map and paper file storage and copy room.
- i. Appropriate entrance road, parking, ingress, and egress to the new facilities. Existing entrance road will be resurfaced.
- j. ADA compliant facilities.
- k. Additional security for the building including appropriate video surveillance, security features, and a fence detection system for the plant fence.

2. Administration Building, Clearwell and High Service Pump Station Modifications:

- a. Replace existing bathroom partitions, bathroom sink areas and lockers in the Administration Building.
- b. Replace front doors and add electric hinge access control system locks.
- c. Update existing break room (cabinets, appliances, stove, etc.)
- d. Replace lighting in the shop area of the Administration Building with LED lighting.
- e. Replace metal staircases to and from the High Service Pump Station (HSPS) room (two total).
- f. Install a new concrete staircase from the HSPS room along the wall to the front door area of the building.
- g. Blast and re-paint piping in HSPS and Header Room (between pipe gallery and pump room), and replace all bolts and gaskets on suction and discharge piping, fittings, and valves.

Exhibit B

- h. Blast and grout rub all walls for HSPS and Header Room.
- i. Add roof drain downspout nozzles to existing roof drain pipes for Administration Building and Chemical Building No. 2.
- j. Evaluate and design ventilation system for HSPS.
- k. Rehabilitate or rebuild crane in HSPS.
- l. Demolish old HSPS electrical switchgear and MCC's replaced in Item 1 above.
- m. Replace existing HSPS metering vaults, including vault, venturi meters, lights, ventilation, sump pumps, etc. and improve operating and maintenance access for the vaults.
- n. Replace valves, PRVs and double-check assemblies on discharge piping in Header Room.
- o. Replace four (4) 36" suction side valves – two (2) on the clearwell lines in yard (OWNER will provide the valves) – and two (2) for High Service Pumps #5 and #6 (Supplied by Contractor).
- p. Replace three (3) 36" valves for the pump station discharges.
- q. Replace two (2) total 24" valves on Pump #5 and #6 discharges (OWNER will provide the valves).
- r. Install isolation gates valves and electric actuated butterfly valves on the discharge of HSPS pumps #1 and #4.
- s. Use STOPPLE Train or similar line isolation to facilitate valve replacements. Place isolations so that the Contractor can replace one (1) 36" gate valve and one (1) 30" gate valve on the distribution lines outside LLWTP property.
- t. Replace the access panels, lighting, and accessories within the vaults of HSPS pumps #5 and #6 and resurface the top deck of the vaults where delaminated.
- u. Replace the drive area between the clearwells and by the high service pump station with a new asphalt driveway.
- v. Evaluate and design drainage improvements around the existing clearwells.

3. WTP Filter and Chemical Feed Modifications:

- a. Replace actuators on the filter drain and effluent lines with simplified "open/close" actuators.
- b. Evaluate and design improvements to resolve inadequate mixing of fluoride, chlorine, and ammonia feed into the treated water before the clearwells for chloramine disinfection.
- c. Evaluate and design method and sequence of construction to remove calcium buildup or replace the 30" filtered water line from filter pipe gallery to ammonia/fluoride mixing area. Replace bolts on bottom of tee in pipe gallery.
- d. Blast interior of 30" filtered water line and identify method for recoating of interior of the line.
- e. Blast and paint coagulated water lines and replace gaskets/bolts, etc.
- f. Relocate sample tap and plumbing for Free Chlorine residual.
- g. Replace five (5) metal handrails and stairs in the filter gallery and filter area (interior and exterior).
- h. Grout rub filter gallery and filter operating area walls for uniform appearance.
- i. Blast and coat edges of filters to match epoxy floor.

Exhibit B

- j. Evaluate and design method to hide damaged ceiling insulation in filter operating area.
- k. Evaluate and design ventilation system for filter pipe gallery.
- l. Provide a landing platform and staircase from the northern double doors of the filter area to the blower building.
- m. Replace existing polymer feeders and tie them into the existing SCADA system for control.
- n. Paint walls in chemical buildings to match the previously rehabilitated (Phase I) adjacent areas.

4. Lake Lewisville Raw Water Pump Station (LLRWPS) Facilities Improvements:

- a. Relocate transformers to allow additional space next to the existing pump station for construction of chemical feed improvements for zebra mussel control.
- b. Remove existing potassium permanganate feed facilities to allow construction of new chemical feed system in Item 5 below.
- c. Replace roof and gutters on the pump station.
- d. Restore any wall penetrations and add new roof ventilation system with air intakes low and forced exhaust on the roof to eliminate short circuiting.
- e. Replace existing windows.
- f. Rehabilitate/repair overhead crane.
- g. Initial site visit and discussion with staff indicate no structural instability related to soils around pump station building. If contrary evidence appears during the project, more detailed investigations can be performed as an Additional Service. As part of Basic Services, identify options to fill voids under cantilevered portions of building floor.
- h. The existing wet well is showing signs of corrosion and decay, and the inlet valves are inadequately anchored for operation. Replace grating in the existing wet well area, rehab/replace existing ship's ladder, upgrade wet well lighting, and improve design of hold down struts for the inlet valves.
- i. Add a middle intake or modify lower intake at the intake structure and add piers to the top and middle intakes. Replace the existing intake gates, stems, and actuators, and modify controllers to allow control of the gates from the pump room using a portable drive system or add actuators on grade level for remote operation.
- j. Install a new vault and actuated butterfly valve (including power and control to new vault) for the #4 pump discharge (OWNER will supply the vault and valve). Vault floor and sump will be added by Contractor.
- k. Replace the low service pump check valves and associated couplings and related equipment for all pumps. Blast and repaint all wetwell level piping.
- l. Add an electric gate operator at the main entrance gate and provide new concrete drive on either side of the entrance gate for required gate loops.
- m. Replace pump station interior and exterior lighting with LED lighting.
- n. Relocate the existing pedestrian entrance door and replace the roll-up door with a full-size roll-up.
- o. Replace the existing surge valve.
- p. The bypass valve was installed to provide a reduced flow option during low demand periods. Due to the exposed location, it is subject to freezing. Provide a new hot-box type structure around the existing bypass valve to weatherproof the valve and lines, and provide lifting eyes and access panels for maintenance.

Exhibit B

- q. Install lightning protection on the associated buildings and facilities.

5. Lake Lewisville and Ray Roberts RWPS Zebra Mussel Improvements:

- a. Install new permanent chemical feed facilities for zebra mussel control at both the Lake Lewisville and Ray Roberts Raw Water Pump Stations, using permanent sodium permanganate feed systems and Copper Ion Generation feed system, consistent with the recommendations of the *2016 Manual for Control, Operation, and Maintenance of Zebra Mussels*.
- b. Install a new chemical feed building at the Lake Lewisville RWPS to house zebra mussel control chemical feed equipment, including a separate air-conditioned room for electrical, controls and communication equipment. Install new PLC in this building that controls new chemical feed facility along with existing pump station controls. Building shall be located adjacent to the pump station in the general area of the existing transformers.
- c. Provide potable water for Lake Lewisville raw water pump station shower/eyewash stations and as carrier water for the permanganate feed.
- d. Incorporate zebra mussel controls for all intakes at the Lake Lewisville Raw Water Pump Station.
- e. Install a new chemical feed building at the Lake Ray Roberts RWPS to house zebra mussel control chemical feed equipment. Building shall be located adjacent to the pump station in the area to the north.
- f. Add carrier water at the Ray Roberts RWPS to allow a chemical feed point for zebra mussel control in the 60" valve vault near the outlet channel.
- g. Provide potable water from the Ray Roberts WTP, using a nominal 4" pipeline, to provide adequate flow for flushing activities. Include potable water to shower/eyewash stations and as carrier water for the permanganate feed.
- h. Evaluate and design improvements to the raw water feed line to facilitate mussel maintenance, including a means of draining the low point of the existing 60" pipeline, providing improved actuation of the 60" valve, and actuating the 12" drain valve.

ARTICLE I - BASIC SERVICES: FNI shall render the following professional services for the development of the Project:

A. Phase 1 - Final Design:

- 1. Meet with OWNER: (1) to review the scope of services, (2) to verify OWNER's requirements for the Project, and (3) to review and update available data.
- 2. Perform general administrative 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. These duties include maintaining routine contact with the OWNER to help meet the needs of the OWNER in a timely manner, and executing the work in accordance with the work plan, budget, and schedule.
- 3. Advise OWNER as to the necessity of OWNER's providing or obtaining data or services from others, and assist OWNER regarding any such services, for any services outside this scope of work.
- 4. Incorporate appropriate design standards and elements as identified from the Phase I Rehabilitation project to match new construction to the extent possible.

Exhibit B

5. Perform process and hydraulic calculations consistent with design standards of TCEQ Chapter 290 requirements to size all treatment elements for final recommended alternative. Document calculations and any proposed variances to TCEQ rules for regulatory approvals.
6. Develop updated opinions of probable construction cost for the selected design.
7. Provide detailed Topographic Surveying of the LLWTP, LLRWPS and LRR RWPS sites, as required for the design phase.
8. Provide a Geotechnical Investigation and Geotechnical Engineering Report of the LLWTP new building sites, as required for the design phase.
9. Meetings and Site Visits:
 - a. Conduct bi-monthly progress meetings, up to a maximum of five (5) meetings during the design phase.
 - b. Conduct up to two (2) additional site visits by the engineering team to the WTP and/or pump stations, 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 weeks prior to 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.
 - 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 LLWTP.
1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed for each milestone submittal described above and for the final construction contract documents. 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.
2. 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.
3. Advise OWNER of need for and recommend scope of any additional subsurface investigations, special analysis, hydraulic model studies, underwater exploration and mapping, 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.
4. Furnish OWNER, when requested, the engineering data necessary for applications for routine permits required by local, state, and federal authorities. Preparation of applications and supporting documents for government grants, TWDB or other funding, or for planning advances is an Additional Service.

Exhibit B

5. 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.
6. Submit drawings, specifications, design documentation and Construction Contract Documents to the applicable federal and state agency(s) for regulatory approval, where required. Submit drawings for the new building improvements to the Texas Department of Licensing and Regulation for required ADA compliance rule reviews and associated approvals, and to the OWNER's Planning and Development Department for review of building facilities.
7. 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 spec standards in the Supplemental Conditions and Front-End Documents. This assumes the project is delivered using standard Design-Bid-Build.
8. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
9. Prepare revised opinion of probable construction cost for the 30%, 60%, 90% and 100% design completion levels.
10. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
11. Furnish OWNER five (5) half-size sets and one electronic PDF copy of drawings, specifications, and bid proposals for each submittal review and workshop above, for review and approval by OWNER. Upon final approval by OWNER, FNI will provide OWNER five (5) half-size sets and one electronic PDF copy of "Final" sealed drawings and in CAD file format.

B. Phase 2 – Bid Phase Services

Bid phase services assume the project is constructed based on a standard Design-Bid-Build approach. Upon completion of the design services and approval of Final drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Issue a Notice to Bidders for the OWNER to distribute to prospective contractors and vendors, and to selected plan rooms, using the OWNER's standard bid process. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
2. Distribution of bid documents to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders shall follow the OWNER's standard bid procedure. FNI shall provide up to ten (10) sets of Bid Documents (three (3) full-size and seven (7) half-size) for the OWNER's use, and coordinate with the OWNER's procurement process for distribution of Contract Documents to prospective bidders and notification to plan rooms.
3. Communicate with potential bidders as required by the OWNER's standard bid process.
4. Assist OWNER by responding to questions and interpreting bid documents. Prepare and issue addenda, if necessary, to the bid documents and distribute to plan holders following the OWNER's standard bid process.
5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to

Exhibit B

be taken by Owner. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.

6. Assist the OWNER in conducting two (2) separate pre-bid conferences for the construction project and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
7. Develop an example "Construction Sequence" presentation, demonstrating to potential Contractors possible methodologies for sequencing construction events. FNI will also provide special procedures and construction constraints, clearly identified in the plans, specs and in the presentation, to define limitations for the Contractor to take any unit process or plant facility out of service for construction.
8. Assist OWNER in the preparation of Conformed or "As-Bid" Construction Contract Documents. Conformed plans and specifications shall incorporate any changes from addendum into the final electronic documents and the documents shall be reprinted with the appropriate changes notated and clouded per FNI record drawing standards. Provide ten (10) half-size sets of Conformed for Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the OWNER and construction contractor. Distribute five (5) copies of these documents and one electronic PDF copy to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with the remaining five (5) copies and one electronic PDF copy of these documents for use during construction. Additional sets of documents can be provided as an additional service.
9. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

C. Phase 3 – Construction Phase Services:

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI and its subconsultants 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 and its subconsultants 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.

1. Assist OWNER in conducting one (1) pre-construction conference with the selected Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and proposed construction. The construction contractor shall submit pay requests as per this contract. Upon review FNI will recommend approval or rejection of the request submitted to the OWNER.
2. Establish communication procedures with the OWNER and Contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system, consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports

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indicating the status of all submittals in the review process. Review and respond to contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make up to twenty (20) monthly visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site more than the specified number are an additional service.
6. Make up to ten (10) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection as may be required for the project.
7. Provide up to a maximum of 600 hours of on-site construction inspection (as distinguished from the continuous services of a full time Resident Project Representative). This effort will involve weekly visits to the sites for review and inspection of ongoing progress, and coordination with the Contractor.
8. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
9. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall assigned as an allowance to the construction contract documents and is not included in the services to be performed by FNI.
10. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
11. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where completion schedule or cost to OWNER is not impacted, will also be prepared. 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 OWNER are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
12. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim based on information submitted by the Contractor or available in project documentation. Endeavor to negotiate

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a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

13. Assist in the transfer of and acceptance by the construction contractor of any OWNER furnished equipment or materials.
14. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work more than two trips are an additional service.
15. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Five (5) half-size sets of prints of these Record Drawings and one (1) full size mylar prints shall be provided by FNI to OWNER. All digital record drawing and CAD files will be provided to the OWNER via electronic submission.

D. Phase 4 – Full Time Resident Project Representative

1. The OWNER will make a determination at a later date as to whether these services will be provided by FNI or by others. If it is determined that FNI will provide these services, then the scope and effort associated with those services will be added as an Additional Service to the project.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. 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.
- E. Providing renderings, model, and mock-ups requested by the OWNER.
- F. Revising 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.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required regarding the replacement of such Work.
- H. 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

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for certification of force account construction performed by OWNER.

- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. 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 because of equipment failing the initial test.
- K. Conducting pilot plant studies or tests.
- L. Conducting operator training.
- M. 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.
- N. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase, beyond the hours listed for part-time construction inspection. The Resident Project Representative will act as directed by FNI 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 OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If OWNER provides personnel to support or to conduct the activities of the Resident Project Representative, 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. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- O. 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.
- P. 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).
- Q. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- R. Assisting OWNER in the defense or prosecution of litigation relating to 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.

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- S. 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.
- T. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- U. 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.
- V. Services required to resolve bid protests or to rebid the projects for any reason.
- W. Visits to the site more than the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- X. Any services required because of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- Y. Providing services after the completion of the construction phase not specifically listed in Article I.
- Z. 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 OWNER.
- AA. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- BB. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- CC. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- DD. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- EE. Provide follow-up professional services during Contractor's warranty period except as specifically provided in Article I.

ARTICLE III

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 -	10 months from completion of Preliminary Design Phase
Bid Phase -	3 months from completion of Final Design Phase
Construction Phase -	18 months from Contractor NTP
Resident Representation Phase -	Concurrent with Construction Phase (Not part of this Scope)

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, delays by the construction contractor not within the control of 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.

Exhibit B**ARTICLE IV**

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 certain Change Orders may be required. Unless noted otherwise, the OWNER shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by FNI under this Agreement ("Covered Change Orders"). Accordingly, OWNER agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against FNI based on professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of FNI for the costs of Covered Change Orders in excess of such percentage will be determined based on applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of FNI related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the OWNER.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes FNI's officers, directors, partners, employees, agents, and subconsultants.

- 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.

Exhibit B

- 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 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. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- J. 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 services as defined in Article I, D, together with such adjustment of compensation as appropriate.
- 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 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.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Article II of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V**COMPENSATION**

Following is the breakdown of the proposed lump sum fees:

Phase 1 – Final Design	\$1,028,665
Phase 2 – Bid Phase	\$ 59,995
Phase 3 – Construction Phase	\$ 440,520
Phase 4 – Resident Project Rep.	FUTURE

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Total Basic Services \$1,529,180

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

OWNER's Designated Representative – Mamun Yusuf, P.E.
Senior Engineer –
Water Production Division
City of Denton
9401 Lake Ray Roberts Dam Road
Aubrey, Texas 76227
940-349-7523
mamun.yusuf@cityofdenton.com

FNI's Designated Representative – David Jackson, P.E., BCEE
Vice President
2711 N. Haskell Ave, Suite 3300
Dallas, TX 75204
214-217-2257
David.Jackson@freese.com

FNI's Accounting Representative – Sharon James
4055 International Plaza, Suite 200
Fort Worth, TX 76109
817-735-7298
sharon.james@freese.com

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Denton Lake Lewisville WTP Improvements Phase II – Org Chart and Key Team Members



Name	Role	Firm	Email
Thomas Haster	Principal in Charge	Freese and Nichols	TH@Freese.com
David Jackson	Project Manager	Freese and Nichols	drj@freese.com
David Sloan	Assistant Project Manager	Freese and Nichols	dws@freese.com
Larry Eckersley	QA/QC	Freese and Nichols	lpe@freese.com
Kirk Millican	Architectural QC	Freese and Nichols	Kirk.millican@freese.com
Ben Kuhnel	Plant QC	Arcadis	Ben.kuhnel@arcadis-us.com
Mark Graves	WTP Process	Freese and Nichols	Mark.graves@freese.com
Mike Shiflett	Geotechnical	Freese and Nichols	Mike.shiflett@freese.com
Gail Charles	Zebra Mussels	Arcadis	Gail.charles@arcadis-us.com
Nick Landes	Hydraulics/CFD	Freese and Nichols	Nick.landes@freese.com
Stephen Zeid	Architectural	Arcadis	Stephen.zeid@arcadis-us.com

Exhibit B

David Sablotny	Architectural	Arcadis	David.sablotny@arcadis-us.com
John Manning	Electrical Engineer	Freese and Nichols	John.manning@freese.com
Jeff Hensley	Electrical Engineer	Freese and Nichols	Jeff.Hensley@freese.com
Vimal Nair	HVAC/Mechanical Eng.	Freese and Nichols	Vimal.nair@freese.com
Brett Bristow	Roads and Drainage	Freese and Nichols	Brett.bristow@freese.com
Robert Kinkel	Plumbing	Freese and Nichols	Robert.kinkel@freese.com
Michael Robertson	Structural Engineering	Freese and Nichols	Michael.robertson@freese.com
Ted Gay	Constructability	Freese and Nichols	Ted.gay@freese.com

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Deputy City Attorney

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Julia Winkley

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Contracts Administration Supervisor

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Todd Hileman

Todd.Hileman@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

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Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

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