

DocuSign City Council Transmittal Coversheet

RFQ	6700
File Name	Ray Roberts Water Treatment Plant Upgrade
Purchasing Contact	Jamie Cogdell
City Council Target Date	September 11, 2018
Piggy Back Option	No
Contract Expiration	N/A
Ordinance	18-1464

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECT OR ENGINEER
FILE 6700**

THIS AGREEMENT is made and entered into on 9/18/2018, 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," acting herein, by and through their duly authorized representatives. All capitalized terms not otherwise defined in this Agreement shall have the meaning scribed to them in the General Conditions.

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, conduct condition assessment of the facilities at the Lake Ray Roberts water treatment plant (RRWTP) and provide preliminary design of the RRWTP rehabilitation needs for the regulatory and performance upgrade (the "Project").

**SECTION 2
COMPENSATION**

Total compensation for the Design Professional contemplated under the terms of this agreement shall be a total not-to-exceed \$224,411 for all services including reimbursable expenses. The Owner shall compensate the Design Professional as follows:

2.1 BASIC SERVICES

2.1.1 For Basic Services the total compensation shall not exceed \$150,919.

2.2 ADDITIONAL SERVICES

2.2.1 Compensation for Additional Services not to exceed \$11,452.

2.3 SUB-CONSULTANTS

2.3.1 Compensation for Sub-consultants not to exceed \$62,040.

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**

The contract term shall become effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. Time is of the essence for this Agreement. The Design Professional shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the construction of the Project in accordance with the schedules approved by the City. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, unless terminated as provided in the General Conditions, until completion and acceptance of the Project by an authorized representative of the Owner.

SECTION 5 **Certificate of Interested Parties Electronic Filing**

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

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

The contractor shall:

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

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

website within seven business days.

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 1 - City of Denton General Conditions to Agreement for Architectural or Engineering Services.

Exhibit 2 - The Design Professional's Proposal

Exhibit 3 – House Bill 89 – Government Code 2270 Verification Form

Exhibit 4- Senate Bill 252 – Government Code 2252 Certification Form

These documents shall be referred to collectively as “Contract Documents” and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

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

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

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

CITY OF DENTON

BY: DocuSigned by:
Todd Hileman
B776C711BA0D454...
TODD HILEMAN
CITY MANAGER

DocuSigned by:
Tim Fisher Tim Fisher
5A876D0B7E714DB...
SIGNATURE PRINTED NAME

Director of Water Utilities

TITLE

Utilities

DEPARTMENT

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: DocuSigned by:
Jennifer Walters
C5BFAFC1821946D...

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: DocuSigned by:
Mack Peinward
7F9D328BF0204E5...

FREESE AND NICHOLS, INC
DESIGN PROFESSIONAL

BY: DocuSigned by:
[Signature]
Firm's Officer/Representative
(Signature)

2018-392427

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

**EXHIBIT 1
CITY OF DENTON
GENERAL CONDITIONS
TO
AGREEMENT FOR ARCHITECTURAL OR ENGINEERING SERVICES**

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 subconsultants 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.

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SCOPE OF SERVICES**LAKE RAY ROBERTS WATER TREATMENT PLANT
REGULATORY AND PERFORMANCE UPGRADES****Narrative of Scope and Assumptions**

The City of Denton (City) desires to conduct a limited condition assessment of above ground facilities at the Lake Ray Roberts Water Treatment Plant (LRRWTP). The primary goal of this project is to identify the condition of the plant assets, and to conduct a risk-based assessment (RBA) to prioritize any needed repairs, rehabilitation, or replacement of these assets. As part of this evaluation, the LRRWTP will be evaluated based on current Texas Commission on Environmental Quality (TCEQ) regulations outlined in 30 Texas Administrative Code (TAC), Chapter 290 – Public Drinking Water), to verify regulatory compliance as well as operational efficiency and desired process performance.

In addition to these goals, the City is planning to expand the LRRWTP, potentially by 2022. The reliability and functional capacity of the existing plant assets are a critical priority for the City in support of the future expansion. The City plans to also conduct the Preliminary Design of the LRRWTP rehabilitation needs identified from the condition assessment program.

ARTICLE I - BASIC SERVICES – CONDITION ASSESSMENT AND PRELIMINARY DESIGN**Task A.1 – Project Kick-off and Strategic Review Workshop and Project Management**

- a. Freese and Nichols, Inc. (Consultant) will conduct a Project Kick-off and Strategic Review Workshop with the City to confirm project goals, schedule, data needs, and deliverables and discuss the City's expectations for the Lake Ray Roberts Water Treatment Plant (LRRWTP) Condition Assessment and Pre-Design project.
- b. Project Management, Quality Assurance, and Quality Control. Consultant will prepare monthly one-page reports for the project, outlining work activities completed for the month, upcoming schedule milestones, and news from the City. These one-page reports will be sent to the City's project manager. Consultant will prepare monthly invoices based on the scope and compensation sections of this described herein.

Task A.2 – Water Treatment System Asset Inventory

- a. Asset Inventory:
 1. Based on information from the 2001 Lake Ray Roberts Water Treatment Plant project, the Consultant will develop an Asset Inventory. The Asset Inventory will be generated in Microsoft Excel as a spreadsheet, not in a database program or other GIS style platform. Information shall be gathered from available plans and information readily available from equipment name plates. The list shall generally be described as follows:

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- Pipelines (buried and exposed): Include the approximate year of installation, diameter, approximate length, material, type of line (bar wrapped, etc.), pipe class, design capacity (if readily available from the materials available), and information on leaks and failures (if known). The above will be included for:
 - All pipelines 8" in diameter or greater and
 - Select smaller process lines such as sludge lines, filter backwash, liquid oxygen and oxygen gas piping, ozone piping, and process drains.
- Equipment: For each item of principal treatment equipment, include year of initial construction, information on the most recent modification, and information for each item including year installed, type of equipment, manufacturer, model, serial number, rated capacity, motor voltage and rpm. Principal treatment equipment is considered to be equipment which acts on the main flow through the plant or is integral to the treatment processes and does not include peripheral items such as HVAC, sump pumps, or similar items.
- Structures: For each treatment basin or similar structure directly involved in the treatment processes or main flow conveyance, include the year of construction, materials of construction, capacity (for treatment units), dimensions (based on available plans), design water depth, inlet/outlet type, inlet/outlet elevations, and design minimum and maximum flows.
- Pump Stations: For each pump station, include year of initial construction, information of the most recent major remodeling, and information for each pump including year installed, type of pump, serial number, manufacturer, rated capacity, rated head, rated efficiency, impeller size, and motor voltage.
- Storage Facilities: For each intermediate process flow, clearwell storage or bulk chemical storage facility, include the year of construction, material of construction, fluid service, tank manufacturer, capacity, diameter, design fluid depth, inlet/outlet type, inlet/outlet elevations, and design overflow elevation.
- Valves and Gates: For each valve or gate 8" or greater, or on the pipelines included in the asset list, and for those which control main process flows, include the year of installation, type, diameter, manufacturer, actuator type, normal position, type of seat, and intended service.
- Flow meters - type of meter, size of meter, manufacturer, range of meter.
- Buildings: For each building, include the year of construction, general condition of building envelop (exterior walls and roof), HVAC in buildings, and structural foundations.
- The following major facilities will be evaluated as part of the field assessments:
 - Raw water pump station new Lake Ray Roberts dam and raw water meter vault;
 - Ozone generation facility;
 - Pre-ozone facility;
 - Chlorine and ammonia storage and scrubber facility;
 - Pump diffusion vault;
 - Flow splitter vault;
 - Flocculation basins;

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- Sedimentation basins;
 - Multi-media biological filtration;
 - Intermediate ozone facility;
 - Transfer pump station;
 - Finished water storage tank;
 - High service pump station and master meter;
 - Main electrical building (MEB) and emergency generators;
 - Wash water recovery basin and pumps;
 - Main drain pump station;
 - Sludge pumping facility;
 - Sludge lagoons;
 - Chemical feed and storage facilities;
2. The City will provide the following additional information:
- General observations regarding condition;
 - TCEQ inspection reports completed since January 1, 2010; and
 - TCEQ correspondence, including plan approvals and variances documenting facility capacities.
- b. Consultant will develop and provide a scoring rubric based on condition variables and criticality variables. The scoring rubric will use a similar structure as past Consultant water plant inventory projects, including those familiar to the City.
- Identify and prepare draft condition variables (material, age, maintenance history, etc.).
 - Identify and prepare draft criticality variables (capacity affected, water quality impact, redundant unit availability, outage duration, etc.).
 - Scoring system will be incorporated into the Excel based Asset Inventory described above.
- c. Consultant will conduct a Water Treatment System Asset Inventory Workshop at the City's facility. The following items will be covered at the workshop:
- Review the list of pipelines, equipment, structures, pump stations, storage facilities, valves and gates, flow meters, and buildings to be reviewed in the field by the Consultant;
 - Review the draft scoring tools and rubric with the City; and
 - Finalize the scoring rubric for use during the field visits.
- d. Summary of Deliverables:
- Meeting agenda;
 - Draft Asset Inventory List;
 - Draft scoring tools and rubrics; and
 - Meeting Notes.

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Task A.3 - Risk Based Condition/Criticality Assessment and Asset Prioritization

- a. Conduct site visits using the prepared tools and scoring rubric to collect data on existing facilities at the plant as described above, evaluating the various treatment components. The data collection will include any information that can be provided by the City and through visual observations without entering permitted spaces or similar inaccessible spaces. No physical testing of any structure, piping, valves, or equipment is included in this task, but candidate facilities will be noted for potential follow-up testing or investigation under Special Services.
- b. Equipment Evaluation
 - Perform a visual mechanical review of the equipment associated with the major process units identified above.
 - City staff (plant management, operations, and maintenance) shall participate in the site visit to provide input on operational and/or maintenance concerns.
 - Determine condition, limitations, and estimated useful life remaining based on industry benchmarks and guidelines.
 - Part of this evaluation will include the determination of adequate redundancy
 - Field testing is not anticipated to be needed and is not included in these services. If required, any field testing will be conducted as an Additional Service.
- c. Perform a visual structural review of existing facilities (basins, buildings, pipe chases, vaults, manholes).
- d. Conduct a workshop to present assumptions, methodology, and results of the condition assessments to City.

Task A.4 – Regulatory Compliance and Operational Efficiency Evaluation

- a. Using the information developed in Tasks A.2 and A.3, evaluate each plant asset component with respect to regulatory compliance with the most recent 30 Texas Administrative Code, Chapter 290 regulations.
 - Operations and Process Evaluation:
 - Obtain and review plant operations data for a one (1) year period that includes the following parameters:
 - Raw Water: flow, turbidity, temperature, pH, alkalinity, total organic carbon (TOC).
 - Settled Water: turbidity, pH.
 - Filtered Water: individual filter turbidity, combined filter effluent turbidity, pH, TOC.
 - Finished Water: turbidity, pH, alkalinity, total trihalomethanes (TTHMs), haloacetic acids (HAAs).
 - Chemical Usage: dosing (mg/L), disinfection residuals at each disinfection zone (ozone, free and/or total chlorine as applicable and as available).
 - Update the process flow diagram of the LRRWTP with chemical addition points, sampling points, and process instruments.
 - Summarize treatment unit sizes and capacities based on Chapter 290 requirements and design parameters. Treatment units to be analyzed include:
 - Raw water pumping;

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- Pre-ozone contact basin;
- Pumped Diffusion/Rapid mix;
- Flocculation;
- Sedimentation;
- Settled water ozone contact basin;
- Filtration and Wash Water Recovery;
- Disinfection (chlorine and ammonia);
- Ozone generation systems;
- Chemical feed and storage systems (coagulant, pH adjustment, fluoride adjustment);
- Solids Handling and Sludge Pumping;
- Transfer Pumping and Clearwell Storage; and
- High service pumping.
- Confirm regulatory compliance of existing unit process equipment and identify needed improvements to comply with current and identified future regulations.
- Hydraulic Evaluation:
 - Update the previous desktop hydraulic evaluation (2001 design documents) of the LRRWTP to identify significant hydraulic issues or limitations.
 - Prepare an updated hydraulic profile schematic through the major treatment units.

Conduct a workshop to present assumptions, methodology, and results of the regulatory compliance evaluation to City.

Task A.5 – Business Case CIP and Water Treatment Plant Risk-Based Renewal Prioritization

- a. Utilize scoring system from Task A.3 and results of Task A.4 to prioritize rehabilitation projects and identify candidates for rehabilitation. Rehabilitation projects will be prioritized based on results of the scoring system assessment, available funding, and the ability to implement the project. Items associated with LRRWTP renewal (based on age and condition) will be listed separately from items associated with LRRWTP expansion for the City's use in future Impact Fee development.
 - Select threshold/trigger for inclusion in CIP.
 - Evaluate the need to have spare equipment for critical processes.
 - Provide phasing of field condition assessments and rehabilitation allowances.
 - Provide an outline of a potential schedule and cost of rehabilitation and/or replacement of aging facilities and reasons to implement rehabilitation or replacement.
- b. Develop an overall Project Implementation Schedule for each consolidated project on the plant, showing anticipated implementation, completion, costs and impacts to plant capacity for identified projects.
- c. Conduct a workshop with City staff to refine the CIP to a sequence that it is implementable and limits disruptions to plant operations.

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Task A.6 – Preliminary Design Report

Consultant shall provide a preliminary design report and drawings of selected projects from the recommended CIP in Task A.5. Preliminary Design shall include:

- a. Meetings and Site Visits:
 - a. Conduct up to two (2) additional site visits by the engineering team to the LRRWTP, for coordination on design aspects for completion of the project.
- b. Advise City as to the necessity of City's providing or obtaining data or services from others and assist City regarding any such services.
- c. Incorporate demand projections and water quality conditions, condition and criticality assessments, and planning evaluations from the City's Water Master Plan for the improved plant.
- d. Document Chapter 290 calculations from Task A.5 above and any proposed variances to TCEQ rules for regulatory approvals.
- e. Develop and document opinions of probable construction cost from the approved CIP in Task A.5 for the selected improvements.
- f. Develop a Preliminary Design Report (PDR) documenting Tasks A.1 through A.6, including the calculations, evaluations and recommended improvements. The PDR will clearly identify the selected alternative, selected process equipment, update process flow and instrumentation diagrams (P&ID), and updated equipment layouts for major equipment for the selected improvements. This will include up to 20-percent design level drawings (defined as process flow diagrams, modified site plans, and major equipment layouts), detailed design criteria development, and outline specifications for the future design phase. Provide five (5) copies of the draft PDR for City review. Incorporate City comments and provide five (5) copies of the final PDR to the City.

ARTICLE II – ADDITIONAL SERVICES: Additional Services to be performed by Consultant, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.
- D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- E. Providing renderings, model, and mock-ups requested by the City.
- F. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of Consultant.

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- G. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by City.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Conducting pilot plant studies or tests.
- J. 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.
- K. 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.
- L. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- M. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- N. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- O. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- P. Provide Geotechnical investigations, studies, and reports.

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ARTICLE III – TIME OF COMPLETION: Consultant 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:

Task	Schedule
Basic Services	
A.1 Kick-off and Strategic Review Workshops	4 weeks from NTP
A.2 Water Treatment Asset Inventory	4 weeks from completion of A.1
A.3 Risk Based Condition/Criticality Assessment and Asset Prioritization	4 weeks from completion of A.2
A.4 Regulatory Compliance and Operational Efficiency Evaluation	4 weeks from completion of A.3
A.5 Business Case CIP and Water Treatment Plant Risk-Based Renewal Prioritization	4 weeks from completion of A.5
A.6 Preliminary Design Report	6 weeks from completion of A.6

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

ARTICLE IV - RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of Consultant:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to Consultant's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- C. Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

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- F. 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.
- G. Furnish, or direct Consultant to provide, Additional Services as stipulated in Article II or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V – COMPENSATION:

Compensation to Consultant shall be the lump sum fee of Two Hundred Twenty-Four Thousand Four Hundred Ten Dollars (\$224,411). If Consultant sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Article II, Consultant will notify City for City's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

The summary below is the breakdown of the proposed lump sum fee.

Task	Fee Summary
Basic Services	
A.1 Kick-off and Strategic Review Workshops	\$23,444
A.2 Water Treatment Asset Inventory	\$20,739
A.3 Risk Based Condition/Criticality Assessment and Asset Prioritization	\$63,207
A.4 Regulatory Compliance and Operational Efficiency Evaluation	\$21,714
A.5 Business Case CIP and Water Treatment Plant Risk-Based Renewal Prioritization	\$21,953
A.6 Preliminary Design Report	\$73,353
Basic Services Total	\$224,411

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COMPENSATION Continued

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	73	116
Professional 2	95	140
Professional 3	121	194
Professional 4	131	228
Professional 5	182	283
Professional 6	191	348
Construction Manager 1	77	152
Construction Manager 2	105	158
Construction Manager 3	149	178
Construction Manager 4	160	240
CAD Technician/Designer 1	58	112
CAD Technician/Designer 2	91	132
CAD Technician/Designer 3	107	175
Corporate Project Support 1	43	102
Corporate Project Support 2	62	144
Corporate Project Support 3	83	225
Intern / Coop	39	68

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2018.

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ARTICLE VI

DESIGNATED REPRESENTATIVES: Consultant and City designate the following representatives:

City's Designated Representative –

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

Consultant 's Designated Representative –

Scott Cole, PE
Principal/Vice President
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Scott.Cole@freese.com
817-735-7255

Consultant 's Accounting Representative –

Erin Westbrook
Operations/Financial Analyst
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Erin.Westbrook@freese.com
817-735-7395

City of Denton, Texas
Lake Ray Roberts Water Treatment Plant Regulatory and Performance Upgrades
24-Jul-18
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	224,411
Special Services	-
Total Project	224,411

Basic Services		MP Team	Water Treatment Team						Electrical Team	Mechanical Team			OPCC Team	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Phase	Task	Employee	Scott Cole	James Lewis Naylor	Grant Gayle	David Sloan	Mark Jalbert	David Jackson	Thomas Haster	Jeff Hensley	John Manning	Michael Schuster	Van Cashen					
	Project Role	PM	APM	Design Engineer	QA/QC	Treatment CAD	Senior Advisor	PIC	E/I QC	E/I Lead PE/PM	E/I Project Engineer	HVAC PM	HVAC QC	HVAC PE	OPCC Assistance			
A.1	PROJECT KICK-OFF AND STRATEGIC REVIEW WORKSHOP																	
A.1	a	Workshop																
A.1	a	Workshop Preparation and Materials	1	2	4													
A.1	a	Workshop Participation	6	6	6		6											
A.1	a	Workshop Notes & Actions/Decisions Log		1	2													
A.1	b	PM, QA, QC																
A.1	b	PM		24	8													
A.1	b	QA	3	3				3										
...																
A.2	WATER TREATMENT ASSET INVENTORY																	
A.2	a	Asset Inventory																
A.2	a.1	Asset Inventory Development								2	4				2			4
A.2	a.1	Pipelines		1	2													
A.2	a.1	Equipment	1	1	4													
A.2	a.1	Structures	1	1	2													
A.2	a.1	Pump Stations	1	1	2													
A.2	a.1	Storage Facilities	1	1	2													
A.2	a.1	Valves and Gates		1	4													
A.2	a.1	Flow Meters		1	2													
A.2	a.1	Buildings		1	2													
A.2	a.2	Review City Provided Reports																
A.2	a.2	Review TCEQ Inspection Reports Since Jan 2010		2	4													
A.2	a.2	Review TCEQ Correspondence		2	4													
A.2	a.2	Review Zebra Mussel Study		1	2													
A.2	b	Develop Scoring Tools and Rubrics	2	4	4													
A.2	c	Water Treatment Asset Inventory Workshop																
A.2	c	Workshop Preparation and Materials	1	2	4													
A.2	c	Workshop Participation	6	6	6			6										
A.2	c	Workshop Notes & Actions/Decisions Log		1	2													
...																
A.3	RISK BASED CONDITION/CRITICALITY ASSESSMENT AND ASSET PRIORITIZATION																	
A.3	a	Site Visits to Assess Condition of Facilities																
A.3	a	Preparation for Site Visit	2	4	8													
A.3	a	Site Visit	8	8	8			8		8	8	8	8		8			
A.3	a	Site Visit Summary Notes		2	4					2	2	1	2		2			
A.3	b	Equipment Evaluation Summaries		20	48					8	24	4			12			
A.3	c	Structural Review																
A.3	d	Review Workshop																
A.3	d	Meeting Preparation & Materials		2	2													
A.3	d	Workshop Participation	6	6	6			6										
A.3	d	Meeting Notes & Actions/Decisions Log		1	2													
...																
A.4	REGULATORY COMPLIANCE AND OPERATIONAL EFFICIENCY EVALUATION																	
A.4	a	Regulatory and Operational Review																
A.4	a.1	Operations and Process Evaluation	2	8	24		4	2										
A.4	a.2	Process Unit Capacity Review Based on Chapter 290		8	24			2										
A.4	a.3	Confirm Regulatory Compliance		1	2													
A.4	a.4	Hydraulic Evaluation																
A.4	a.4	Desktop Hydraulic Model		4	16													
A.4	a.4	Updated Hydraulic Profile		1	4		4											
...																
A.5	BUSINESS CASE CIP AND WATER TREATMENT PLANT RISK-BASED RENEWAL PRIORITIZATION																	
A.5	a	Develop and Prioritize Rehabilitation and Renewal Projects	2	4	16			2										
A.5	b	Develop Project Implementation Schedule	1	4	16			1										
A.5	c	CIP Review Workshop																
A.5	c	Workshop Preparation and Materials		2	2													
A.5	c	Workshop Participation	6	6	6			6										
A.5	c	Workshop Notes & Actions/Decisions Log		1	2													
...																
A.6	PRELIMINARY DESIGN REPORT																	
A.6	a	Meetings and Site Visits																
A.6	a	Additional Design Team Site Visits (2 total)		8	8	4												
A.6	b	Advise City on Data and Services Needs	1	2	4					4	4	4			4			
A.6	c	Develop Improvements Plan		4	4	4												
A.6	d	TCEQ Documentation		2	2	2												
A.6	e	OPCC Development		6	24	4				2	4	2			4	8		

City of Denton, Texas Lake Ray Roberts Water Treatment Plant Regulatory and Performance Upgrades 24-Jul-18 Detailed Cost Breakdown													Project Fee Summary			
													Basic Services	224,411		
													Special Services	-		
													Total Project	224,411		
A.5	a	Develop and Prioritize Rehabilitation and Renewal Projects	24												\$	204
A.5	b	Develop Project Implementation Schedule	22												\$	187
A.5	c	CIP Review Workshop													\$	-
A.5	c	Workshop Preparation and Materials	4			300									\$	139
A.5	c	Workshop Participation	24	500											\$	477
A.5	c	Workshop Notes & Actions/Decisions Log	3												\$	26
													\$	-		
A.6 PRELIMINARY DESIGN REPORT																
A.6	a	Meetings and Site Visits													\$	-
A.6	a	Additional Design Team Site Visits (2 total)	36	1,000		300									\$	956
A.6	b	Advise City on Data and Services Needs	3												\$	26
A.6	c	Develop Improvements Plan	12												\$	102
A.6	d	TCEQ Documentation	6												\$	51
A.6	e	OPCC Development	54												\$	459
A.6	f	Preliminary Design Development and Report													\$	-
A.6	f.1	Summarize Risk Based Condition/Criticality Assessment and Asset Prioritization	5												\$	43
A.6	f.1	Summarize Regulatory Compliance and Operational Efficiency Evaluation	5												\$	43
A.6	f.1	Summarize Business Case CIP and Water Treatment Plant Risk-Based Renewal Prioritization	5												\$	43
A.6	f.2	Drawings													\$	-
A.6	f.2	Site Plan	14												\$	119
A.6	f.2	Process Flow Diagram - Overall	10												\$	85
A.6	f.2	Process Flow Diagram - Specific	36												\$	306
A.6	f.3	Preliminary Design Report	120												\$	1,020
													\$	-		
Total Basic Services Items			919	3,600	-	4,750	20	-	-	-	-	-	-	-	-	-
Total Basic Services Expenses Effort			\$ 7,812	\$ 1,962	\$ -	\$ 475	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$	11,452		

Phase	Task	Subconsultants	ARCADIS	Jaster-Quintanilla													Total Sub Effort
A.1		PROJECT KICK-OFF AND STRATEGIC REVIEW WORKSHOP															\$ -
A.1	a	Workshop	2,600														\$ 2,860
A.1	a	Workshop Preparation and Materials															\$ -
A.1	a	Workshop Participation															\$ -
A.1	a	Workshop Notes & Actions/Decisions Log															\$ -
A.1	b	PM, QA, QC	3,900														\$ 4,290
A.1	b	PM															\$ -
A.1	b	QA															\$ -
													\$	-			
A.2		WATER TREATMENT ASSET INVENTORY	1,800														\$ 1,980
A.2	a	Asset Inventory															\$ -
A.2	a.1	Asset Inventory Development															\$ -
A.2	a.1	Pipelines															\$ -
A.2	a.1	Equipment															\$ -
A.2	a.1	Structures															\$ -
A.2	a.1	Pump Stations															\$ -
A.2	a.1	Storage Facilities															\$ -
A.2	a.1	Valves and Gates															\$ -
A.2	a.1	Flow Meters															\$ -
A.2	a.1	Buildings															\$ -
A.2	a.2	Review City Provided Reports															\$ -
A.2	a.2	Review TCEQ Inspection Reports Since Jan 2010															\$ -
A.2	a.2	Review TCEQ Correspondence															\$ -
A.2	a.2	Review Zebra Mussel Study															\$ -
A.2	b	Develop Scoring Tools and Rubrics															\$ -
A.2	c	Water Treatment Asset Inventory Workshop															\$ -
A.2	c	Workshop Preparation and Materials															\$ -
A.2	c	Workshop Participation															\$ -
A.2	c	Workshop Notes & Actions/Decisions Log															\$ -
													\$	-			
A.3		RISK BASED CONDITION/CRITICALITY ASSESSMENT AND ASSET PRIORITIZATION	7,700														\$ 8,470
A.3	a	Site Visits to Assess Condition of Facilities															\$ -
A.3	a	Preparation for Site Visit															\$ -
A.3	a	Site Visit															\$ -
A.3	a	Site Visit Summary Notes															\$ -
A.3	b	Equipment Evaluation Summaries															\$ -
A.3	c	Structural Review		10,000													\$ 11,000
A.3	d	Review Workshop															\$ -
A.3	d	Meeting Preparation & Materials															\$ -
A.3	d	Workshop Participation															\$ -
A.3	d	Meeting Notes & Actions/Decisions Log															\$ -
													\$	-			

City of Denton, Texas Lake Ray Roberts Water Treatment Plant Regulatory and Performance Upgrades 24-Jul-18 Detailed Cost Breakdown														Project Fee Summary				
														Basic Services	224,411			
														Special Services	-			
														Total Project	224,411			
A.4		REGULATORY COMPLIANCE AND OPERATIONAL EFFICIENCY EVALUATION	5,200															\$ 5,720
A.4	a	Regulatory and Operational Review																\$ -
A.4	a.1	Operations and Process Evaluation																\$ -
A.4	a.2	Process Unit Capacity Review Based on Chapter 290																\$ -
A.4	a.3	Confirm Regulatory Compliance																\$ -
A.4	a.4	Hydraulic Evaluation																\$ -
A.4	a.4	Desktop Hydraulic Model																\$ -
A.4	a.4	Updated Hydraulic Profile																\$ -
...																\$ -
A.5		BUSINESS CASE CIP AND WATER TREATMENT PLANT RISK-BASED RENEWAL PRIORITIZATION	7,700															\$ 8,470
A.5	a	Develop and Prioritize Rehabilitation and Renewal Projects																\$ -
A.5	b	Develop Project Implementation Schedule																\$ -
A.5	c	CIP Review Workshop																\$ -
A.5	c	Workshop Preparation and Materials																\$ -
A.5	c	Workshop Participation																\$ -
A.5	c	Workshop Notes & Actions/Decisions Log																\$ -
...																\$ -
A.6		PRELIMINARY DESIGN REPORT	10,000	7,500														\$ 19,250
A.6	a	Meetings and Site Visits																\$ -
A.6	a	Additional Design Team Site Visits (2 total)																\$ -
A.6	b	Advise City on Data and Services Needs																\$ -
A.6	c	Develop Improvements Plan																\$ -
A.6	d	TCEQ Documentation																\$ -
A.6	e	OPCC Development																\$ -
A.6	f	Preliminary Design Development and Report																\$ -
A.6	f.1	Summarize Risk Based Condition/Criticality Assessment and Asset Prioritization																\$ -
A.6	f.1	Summarize Regulatory Compliance and Operational Efficiency Evaluation																\$ -
A.6	f.1	Summarize Business Case CIP and Water Treatment Plant Risk-Based Renewal Prioritization																\$ -
A.6	f.2	Drawings																\$ -
A.6	f.2	Site Plan																\$ -
A.6	f.2	Process Flow Diagram - Overall																\$ -
A.6	f.2	Process Flow Diagram - Specific																\$ -
A.6	f.3	Preliminary Design Report																\$ -
...																\$ -
Total Basic Services Subconsultants Cost			\$ 38,900	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Basic Services Subconsultants Effort			\$ 42,790	\$ 19,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,040

Exhibit 3

House Bill 89 - Government Code 2270

VERIFICATION

I, Scott Cole, the undersigned representative of Freese and Nichols, Inc. Company or Business name (hereafter referred to as company), being **an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

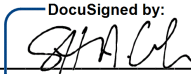
- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Denton.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Scott Cole

Name of Company Representative (Print)

DocuSigned by:


Signature of Company Representative

8/17/2018

Date

Certificate Of Completion

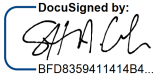
Envelope Id: A65037998AA547F1BB4C6C5E51B9BA40	Status: Completed
Subject: City Council Docusign Item - 6700 Ray Roberts Water Treatment Plant Upgrade	
Source Envelope:	
Document Pages: 30	Signatures: 7
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jamie Cogdell
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Jamie.Cogdell@cityofdenton.com
	IP Address: 129.120.6.150

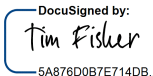
Record Tracking

Status: Original	Holder: Jamie Cogdell	Location: DocuSign
8/16/2018 8:36:57 AM	Jamie.Cogdell@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Jamie Cogdell jamie.cogdell@cityofdenton.com Senior Buyer City Of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 129.120.6.150	Sent: 8/16/2018 8:49:34 AM Viewed: 8/16/2018 8:49:40 AM Signed: 8/16/2018 8:50:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Scott Cole sac@freese.com Freese and Nichols, Inc. Security Level: Email, Account Authentication (None)	 DocuSigned by: BFD8359411414B4...	Sent: 8/16/2018 8:50:33 AM Viewed: 8/17/2018 1:02:07 PM Signed: 8/17/2018 1:05:20 PM
Electronic Record and Signature Disclosure: Accepted: 8/17/2018 1:02:07 PM ID: a4e02b7e-093e-4dc4-a9fc-a0beeb0654d7	Signature Adoption: Drawn on Device Using IP Address: 76.254.197.242	

Tim Fisher tim.fisher@cityofdenton.com Director of Water Utilities Security Level: Email, Account Authentication (None)	 DocuSigned by: 5A876D0B7E714DB...	Sent: 8/17/2018 1:05:23 PM Viewed: 8/17/2018 2:42:12 PM Signed: 8/17/2018 2:43:48 PM
Electronic Record and Signature Disclosure: Accepted: 7/23/2018 4:53:47 PM ID: 5de336ad-44d7-457f-a77e-0103f610f401	Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	

Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)	 DocuSigned by: 7F9D328BF0204E5...	Sent: 8/17/2018 2:43:51 PM Viewed: 8/23/2018 10:05:01 AM Signed: 8/23/2018 10:06:42 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	

Signer Events	Signature	Timestamp
<p>Tabitha Millsop tabitha.millsop@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 8/23/2018 10:06:45 AM Viewed: 9/19/2018 9:19:14 AM Signed: 9/19/2018 9:19:25 AM</p>
<p>Todd Hileman todd.hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by: <i>Todd Hileman</i> B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 9/19/2018 9:19:31 AM Viewed: 9/19/2018 10:31:29 AM Signed: 9/19/2018 10:31:35 AM</p>
<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by: <i>Jennifer Walters</i> C5BF4FC1821946D...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 9/19/2018 10:31:39 AM Viewed: 9/20/2018 9:13:42 AM Signed: 9/20/2018 9:14:10 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 8/17/2018 2:43:51 PM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/19/2018 9:19:30 AM Viewed: 9/20/2018 8:49:19 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/20/2018 9:14:15 AM Viewed: 9/25/2018 11:18:11 AM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/20/2018 9:14:16 AM</p>
<p>Mamun Yusuf mamun.yusuf@cityofdenton.com Senior Engineer Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/20/2018 9:14:18 AM Viewed: 9/24/2018 8:32:43 AM</p>

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/20/2018 9:14:18 AM
Certified Delivered	Security Checked	9/20/2018 9:14:18 AM
Signing Complete	Security Checked	9/20/2018 9:14:18 AM
Completed	Security Checked	9/20/2018 9:14:18 AM

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

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

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