

DocuSign City Council Transmittal Coversheet

RFQ	6590-045
File Name	Water System Asset Management Plan
Purchasing Contact	Jamie Cogdell
City Council Target Date	December 18, 2018
Piggy Back Option	No
Contract Expiration	N/A
Ordinance	18-2116

**CITY OF DENTON, TEXAS
STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL
SERVICES (FILE 6590-045)**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Freese and Nichols, Inc., with its corporate office at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Water System Asset Management Planning and InfoMaster Development (the "PROJECT").

**SECTION 1
Scope of Services**

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

**SECTION 2
Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$215,200 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

**SECTION 3
Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 Obligations of the Engineer

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

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

G. Construction Progress Payments

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

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic

testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5

Obligations of the City

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

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or

becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

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

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be

executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C – Not Included
Attachment D – Not Included
Attachment E – Not Included

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

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

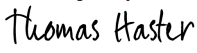
BY:
CITY OF DENTON, TEXAS

DocuSigned by:

B776C711BA0D454...
City Manager

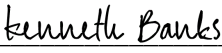
Date: 12/19/2018

BY:
ENGINEER
Freese and Nichols, Inc.

DocuSigned by:
 Vice President
F9D623F5A736406
Authorized Signature, Title

Date: 11/19/2018

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


DocuSigned by:

7F2B50A274654BF...

Signature
General Manager
Title
Utilities - water
Department


Date Signed: 11/19/2018

City of Denton, Texas
Standard Agreement for Engineering Related Design Services
Revised Date: 9/6/18
Page 16 of 17

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:

7F9D328BF0204E5...
By:

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

DocuSigned by:

F96137F96F3D4D3...
By:



Innovative approaches
Practical results
Outstanding service

Draft Scope of Services
City of Denton
Water System Asset Management Planning and InfoMaster Development
(November 7, 2018)

PROJECT UNDERSTANDING:

Freese and Nichols, Inc. (FNI) understands that the City of Denton is requesting assistance in further developing an asset management program for water system assets. The scope of work includes strategic asset management planning, asset management maturity assessment, and developing a risk-based assessment of linear pipeline assets using InfoMaster. The City has historically utilized main break data to prioritize pipeline replacement projects and desires to include pipeline criticality as an additional parameter in this prioritization process. This project includes development and staff training of a risk-based assessment database in InfoMaster software by Innovyze. The City intends to utilize the results of the InfoMaster risk-based assessment to develop a pipeline rehabilitation CIP internally.

BASIC SERVICES:

Task A: Kick-off Meeting and Project Management

- A1. Kick-off Meeting and Asset Management Strategic Planning Workshop #1: FNI will conduct a kick-off meeting with the City to discuss project goals, scope, schedule, and milestones. FNI will submit a data request memorandum outlining the data needs for the project. FNI will prepare and deliver meeting minutes documenting the discussion items. FNI will also conduct a workshop with City staff to discuss asset management program goals and objectives. Discussion will focus on overall objectives and short- and long-term goals for the asset management program as well as roles and responsibilities of the City's asset management team, including the role of consultants.
- A2. Project Management: FNI will prepare meeting minutes for all meetings and workshops, monthly invoicing, monthly status reports documenting project progress and action items, and other project management activities.

Task B: Asset Management Strategic Planning

- B1. Conduct Benchmarking of Asset Management Programs: FNI will gather and document information on the asset management practices of up to four other similar water utilities identified jointly by FNI and the City for benchmarking of water system asset management practices. FNI will document use of asset management software and tools among other departments within the organization.
- B2. Business Process Review: FNI will conduct interviews with utility management, operations, GIS, and other relevant departmental staff to gain understanding of current business processes. FNI will review and document existing water utility business

processes including but not limited to GIS updates, work order life cycle, routine preventative maintenance, financial asset records, regulatory reporting, and other utility business processes.

- B3. Perform Asset Management Maturity Assessment: FNI will perform an asset management (AM) gap assessment of the Water Department's Asset Management business processes, CIP planning practices, and asset data management. The assessment approach will follow standard industry principles and standards for best appropriate practices to establish and sustain an AM program. Group workshops and individual interviews will be scheduled to facilitate input from the Water Department leadership team, engineering, capital planning, finance, operations, maintenance, and other relevant groups. Recommendations will be produced to summarize the ongoing activity, opportunities for improvement, and recommended initiatives to improve departmental AM alignment overall.
- B4. Departmental AM Committee Communication Plan: FNI will assist the committee in developing a departmental communication plan related to AM policy and ongoing activities.
- B5. Asset Management Strategic Planning Workshop #2: FNI will conduct a second workshop with City staff to discuss the benchmarking, business process review, maturity assessment, and to ensure alignment with Water Department and overall City strategic objectives.
- B6. Prepare Draft Summary Document on Asset Management Strategic Recommendations: FNI will prepare a draft document that summarizes the approach, methodology, and findings of the Asset Management Strategic Planning exercise. FNI will submit one electronic copy in PDF format of the document.
- B7. Conference Call: FNI will attend one conference call with City staff to review and solicit comments on the Draft Summary Document on Asset Management Strategic Recommendations.
- B8. Prepare Final Summary Document on Asset Management Strategic Recommendations: FNI will address city comment and prepare a final document that summarizes the approach, methodology, and findings of the Asset Management Strategic Planning exercise. FNI will submit ten hard copies and one electronic copy in PDF format of the document.

Task C: Water Pipeline Asset Management Plan Using InfoMaster

- C1. Water Data Assessment: FNI will collect and document existing available information on water system pipeline assets, including but not limited to GIS, CMMS, and InfoWater model. FNI will work with the City to identify information that is currently not available but is desirable for future water system asset management needs. FNI will perform a gap analysis on available water system asset and maintenance data to identify gaps between existing data and preferred data. FNI will identify any inconsistencies in GIS, CMMS, and hydraulic model data sets.

- C2. Technical Memorandum – Water Data Assessment: FNI will prepare a brief Data Assessment Technical Memorandum that documents the results of the gap analysis, recommendations for data improvements, and any enhancements to business processes to improve the collection and storage of water asset data. FNI will submit one electronic copy in PDF format of the technical memorandum.
- C3. Data Assessment Workshop: FNI will conduct a workshop with the City to discuss the results of the water data assessment. The workshop will also include discussion on potential criticality and condition parameters for use in the InfoMaster software.
- C4. Develop Draft Criticality Scoring Parameters for Pipelines: FNI will work with the City to develop a draft criticality scoring program for raw and treated water system pipelines. Potential criticality parameters could include, but are not limited to:
- Redundancy
 - Pipeline diameter
 - Fire flow
 - Ease of access for repairs
 - High impact customers (hospitals, schools, central business district, etc.)
 - Pressure impacts
 - Demand impacts
- C5. Develop Draft Condition Scoring Parameters for Pipelines: FNI will work with the City to develop a draft condition scoring program for raw and treated water system pipelines. Potential condition parameters could include, but are not limited to:
- Pipe age
 - Pipe material
 - Break history
 - Soil characteristics
 - Work order data
- C6. Initial Criticality and Condition Scoring Assessment: Based on the results of the Data Assessment Workshop, FNI will utilize InfoMaster and InfoWater Valve Criticality extension to apply the draft criticality and condition scoring system to the raw and treated water pipeline network. Each line segment in GIS will receive a criticality and condition score and an overall prioritized ranking of pipelines will be prepared. FNI will develop large scale color-coded mapping of the results of the criticality and condition analysis.
- C7. Progress Meeting: FNI will meet with City staff to review the results of the draft criticality and condition analysis, solicit input on modifications to the scoring system, and conduct a preliminary discussion on rehabilitation decision tree engine.
- C8. Finalize Pipeline Criticality and Condition Assessment: FNI will make recommended adjustments to the criticality analysis in InfoMaster and InfoWater Valve Criticality extension and finalize the water system pipeline criticality and condition analysis. Each line segment in GIS will receive an updated criticality and condition score and an overall

prioritized ranking of pipelines will be prepared. FNI will develop large scale color-coded mapping of the results of the final criticality analysis.

- C9. Develop Rehabilitation Decision Tree Engine in InfoMaster: FNI will work with the City to develop a decision tree model in InfoMaster to assist with defining rehabilitation constructions methods for candidate pipelines. Open cut, directional drill, CIPP, pipe-bursting, and other construction and rehabilitation alternatives will be considered in developing the rehabilitation decision tree engine.
- C10. Water Pipeline Criticality and Condition Analysis Workshop: FNI will conduct a workshop with the City to present the results of the final criticality and condition assessment including the decisions tree rehabilitation engine. As part of this workshop, FNI will present information on how the City can utilize and update the data in the future.
- C11. Prepare Draft Water Pipeline Asset Management Plan Report: FNI will prepare a draft report documenting the assumptions, methodology, results, and recommendations of the water pipeline asset management plan. FNI will deliver one (1) electronic PDF copy of the draft report.
- C12. Draft Report Review Meeting: FNI will attend one meeting with City staff to review and solicit comments on the draft report.
- C13. Prepare Final Water Pipeline Asset Management Plan Report: FNI will update the draft report based on comments provided by the City and prepare a final report. FNI will deliver ten (10) hard copies and one (1) electronic PDF copy of the final report.
- C14. Deliver InfoMaster Database: FNI will prepare electronic files and deliver the InfoMaster database files to City staff.

Task D: InfoMaster Training

- D1. InfoMaster Criticality Training: FNI will conduct two days of InfoMaster training for City staff. The goals of the training workshop are to review the configuration and application of the criticality and condition assessment for Denton's water system pipelines. FNI will provide up to five (5) temporary InfoMaster training licenses and up to five (5) laptop computers for the training workshop. Training workshop will be held at City of Denton office.

SUMMARY OF DELIVERABLES:

- Summary Document on Asset Management Strategic Recommendations
- Technical Memorandum: Water Data Assessment
- Draft Water Pipeline Asset Management Plan Report
- Final Water Pipeline Asset Management Plan Report
- InfoMaster database with criticality and condition parameters populated

PROJECT SCHEDULE:

- Provide preliminary information for City budgeting in **April 2019**
- **Task B** will be completed within **6 months** of Notice to Proceed
- **Tasks C1-C10** will be completed within **7 months** of Notice to Proceed
- **Tasks C11-C14** will be completed within **10 months** of Notice to Proceed
- **Tasks A and D** will be completed within **10 months** of Notice to Proceed

Freese and Nichols, Inc.

City of Denton Water System Asset Management Planning and InfoMaster Development 11/7/2018 Detailed Cost Breakdown								Project Fee Summary		
								Basic Services	215,200	
								Special Services	-	
								Total Project	215,200	

Basic Services													
Employee			Thomas Haster	Scott Cole	Melissa Brunger	Stephen Johnson	Geneva Caponi	Cassie Seabourn	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Phase	Task	Project Role	PIC	Sr. Advisor	PM	PE	EIT	GIS					
A	1	Kick-off Meeting and Asset Management Strategic Planning Workshop #1	2	4	8	10	2		26	\$ 4,500	\$ 500	\$ -	\$ 5,000
A	2	Project Management		2	30	12			44	\$ 7,600	\$ 400	\$ -	\$ 8,000
										\$ -	\$ -	\$ -	\$ -
B	1	Conduct Benchmarking of Asset Management Programs		2	12	16			30	\$ 5,000	\$ 300	\$ -	\$ 5,300
B	2	Business Process Review		4	16	24	8		52	\$ 8,500	\$ 500	\$ -	\$ 9,000
B	3	Perform Asset Management Maturity Assessment	2	8	24	64	14	4	116	\$ 18,400	\$ 1,000	\$ -	\$ 19,400
B	4	Departmental AM Committee Communication Plan	1	2	6	12			21	\$ 3,500	\$ 200	\$ -	\$ 3,700
B	5	Asset Management Strategic Planning Workshop #2	2	4	6	6		2	20	\$ 3,500	\$ 400	\$ -	\$ 3,900
B	6	Prepare Draft Summary Document on Asset Management Strategic Recommendations	2	4	20	40	16		82	\$ 13,000	\$ 700	\$ -	\$ 13,700
B	7	Conference Call		2	2	2			6	\$ 1,200	\$ 100	\$ -	\$ 1,300
B	8	Prepare Final Summary Document on Asset Management Strategic Recommendations	2	2	10	12	4		30	\$ 5,000	\$ 300	\$ -	\$ 5,300
										\$ -	\$ -	\$ -	\$ -
C	1	Water Data Assessment		2	12	16		8	38	\$ 5,900	\$ 400	\$ -	\$ 6,300
C	2	Technical Memorandum – Water Data Assessment		1	12	16	4	4	37	\$ 5,800	\$ 400	\$ -	\$ 6,200
C	3	Data Assessment Workshop		4	6	6			16	\$ 2,900	\$ 400	\$ -	\$ 3,300
C	4	Develop Draft Criticality Scoring Parameters for Pipelines		2	12	20	4	2	40	\$ 6,400	\$ 400	\$ -	\$ 6,800
C	5	Develop Draft Condition Scoring Parameters for Pipelines		2	12	20	4	2	40	\$ 6,400	\$ 400	\$ -	\$ 6,800
C	6	Initial Criticality and Condition Scoring Assessment		8	32	64	40	12	156	\$ 23,800	\$ 1,400	\$ -	\$ 25,200
C	7	Progress Meeting		4	4	6		2	16	\$ 2,800	\$ 400	\$ -	\$ 3,200
C	8	Finalize Pipeline Criticality and Condition Assessment		4	28	50	16	4	102	\$ 16,000	\$ 900	\$ -	\$ 16,900
C	9	Develop Rehabilitation Decision Tree Engine in InfoMaster	2	8	24	64	16		114	\$ 18,200	\$ 1,000	\$ -	\$ 19,200
C	10	Water Pipeline Criticality and Condition Analysis Workshop		4	6	6		2	18	\$ 3,200	\$ 200	\$ -	\$ 3,400
C	11	Prepare Draft Water Pipeline Asset Management Plan Report	2	4	24	32	24	12	98	\$ 14,900	\$ 900	\$ -	\$ 15,800
C	12	Draft Report Review Meeting	2	4	4	4			14	\$ 2,600	\$ 400	\$ -	\$ 3,000
C	13	Prepare Final Water Pipeline Asset Management Plan Report	1	4	12	20	4	4	45	\$ 7,200	\$ 900	\$ -	\$ 8,100
C	14	Deliver InfoMaster Database			2	4		2	8	\$ 1,200	\$ 100	\$ -	\$ 1,300
										\$ -	\$ -	\$ -	\$ -
D	1	InfoMaster Criticality Training		16	24	36	4		80	\$ 13,900	\$ 1,200	\$ -	\$ 15,100
Total Basic Services Hours			18	101	348	562	160	60	1,249	\$ 201,400	\$ 13,800	\$ -	\$ 215,200

Certificate Of Completion

Envelope Id: ACB3477102D649489B63C168D3084C44	Status: Completed
Subject: City Council Docusign Item - 6590-045 Freese Nichols - Water Mgmt	
Source Envelope:	
Document Pages: 24	Signatures: 5
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
11/15/2018 4:30:56 PM	Jamie.Cogdell@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Jamie Cogdell	Completed	Sent: 11/15/2018 4:42:58 PM
jamie.cogdell@cityofdenton.com		Viewed: 11/15/2018 4:45:02 PM
Senior Buyer		Signed: 11/15/2018 4:46:07 PM
City Of Denton	Using IP Address: 129.120.6.150	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Mack Reinwand	DocuSigned by:	Sent: 11/15/2018 4:46:09 PM
mack.reinwand@cityofdenton.com		Viewed: 11/19/2018 2:25:45 PM
City of Denton	7F9D328BF0204E5...	Signed: 11/19/2018 2:29:17 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 129.120.6.150	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Thomas Haster	DocuSigned by:	Sent: 11/19/2018 2:29:19 PM
thomas.haster@freese.com		Viewed: 11/19/2018 4:06:04 PM
Vice President	C3D62CF5A78646B...	Signed: 11/19/2018 4:07:04 PM
Freese and Nichols Inc.	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 97.75.108.130	

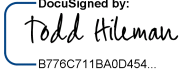
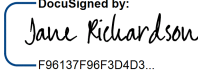
Electronic Record and Signature Disclosure:

Accepted: 11/19/2018 4:06:04 PM
ID: e4625e53-9229-4b40-be1d-0b3aff051e6f

Kenneth Banks	DocuSigned by:	Sent: 11/19/2018 4:07:06 PM
kenneth.banks@cityofdenton.com		Viewed: 11/19/2018 5:41:22 PM
General Manager	7826B6AE74654BF...	Signed: 11/19/2018 5:43:08 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 74.194.235.104	

Electronic Record and Signature Disclosure:

Accepted: 11/19/2018 5:41:22 PM
ID: c71cc8ab-208c-4bcb-af11-a2b38594cdee

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: 11/19/2018 5:43:10 PM Viewed: 12/19/2018 9:02:53 AM Signed: 12/19/2018 9:03:10 AM</p>
<p>Todd Hileman todd.hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:  B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120</p>	<p>Sent: 12/19/2018 9:03:13 AM Viewed: 12/19/2018 9:05:36 AM Signed: 12/19/2018 9:05:53 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>	<p>DocuSigned by:  F96137F96F3D4D3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 12/19/2018 9:05:55 AM Resent: 12/19/2018 1:25:43 PM Viewed: 12/19/2018 1:53:16 PM Signed: 12/19/2018 1:54:20 PM</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>	<p>COPIED</p>	<p>Sent: 11/15/2018 4:46:09 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>	<p>COPIED</p>	<p>Sent: 12/19/2018 9:03:12 AM Viewed: 12/19/2018 10:19:04 AM</p>

Carbon Copy Events	Status	Timestamp
Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/19/2018 1:54:22 PM
Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/19/2018 1:54:23 PM Viewed: 12/19/2018 1:55:17 PM
Frank Pugsley frank.pugsley@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/19/2018 1:54:24 PM
Annie Bunger annie.bunger@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/19/2018 1:54:25 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2018 1:54:25 PM
Certified Delivered	Security Checked	12/19/2018 1:54:25 PM
Signing Complete	Security Checked	12/19/2018 1:54:25 PM
Completed	Security Checked	12/19/2018 1:54:25 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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