

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE DEVELOPMENT OF THE ONE WATER MASTER PLAN FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7574-012 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$2,000,000.00).

WHEREAS, on March 23, 2021, the City Council approved a pre-qualified engineer list for Water and Wastewater (Ordinance 21-546), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with to Kimley-Horn and Associates, Inc., for the development of the One Water Master Plan for the Water Utilities Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

The motion to approve this ordinance was made by _____ and

seconded by _____ . This ordinance was passed and approved by the following vote [___ - ___]:

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

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

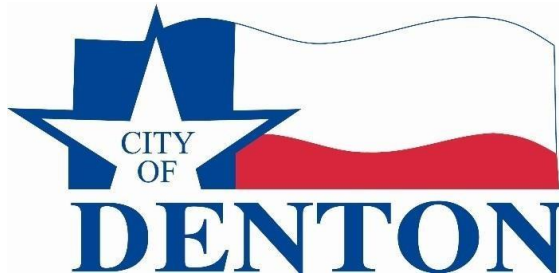
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City
of Denton,
email=marcella.lunn@cityofdent
on.com, c=US
Date: 2022.08.01 14:10:04 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7574-012
File Name	One Water Master Plan
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, with its corporate office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: One Water Master Plan (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 \$2,000,000.00 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 C.

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 C 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

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 C 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**

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 C.

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**

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 2271 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

Sections 2252 and 2270 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 Chapters 2252 and 2270, 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. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company

that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 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 energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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

Engineer 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/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

O. Prohibition Against Personal Interest In Contracts

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

P. Agreement Documents

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

- Attachment A - Scope of Services
- Attachment B - Compensation
- Attachment C - Project Schedule
- Attachment D - Location Map

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.

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.

Duly executed by each party's designated representative to be effective on _____.

ENGINEER

BY:  _____
DocuSigned by:
John Atkins
25D7303EA77F421...
 AUTHORIZED SIGNATURE

Printed Name: John Atkins

Title: Vice President

817 339 2272

PHONE NUMBER

john.atkins@kimley-horn.com

EMAIL ADDRESS

john.atkins@kimley-horn.com

TEXAS ETHICS COMMISSION
 1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS


SARA HENSLEY, CITY MANAGER

BY: _____

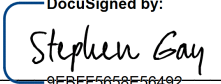
ATTEST:
 ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

BY:  _____
DocuSigned by:
Marcella Luna
4B070834B4AA430...

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

DocuSigned by:
 Stephen Gay
9EBFF5658E56492...
SIGNATURE PRINTED NAME

Director

TITLE

Water Utilities

DEPARTMENT

ATTACHMENT "A"

Scope for Planning Related Services for:

ONE WATER MASTER PLAN

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include planning related services for a One Water Master Plan.

Project Understanding

The City of Denton (City) is requesting the development of a One Water Master Plan. The One Water Master Plan will include sub plans consisting of a water (potable) master plan, water treatment facilities plan, water supply plan, reclaimed water plan and a drought management plan. Development of the sub plans will include data collection, model update for the water master plan, model development for the reclaimed water plan, system analysis (water, reclaimed water, supply, drought management), reports, meetings, and deliverables.

The City has previously engaged Kimley-Horn to develop the Wastewater Master Plan. This document will be incorporated into the final One Water Master Plan deliverable to the City.

The scope of services will be organized under the following headings:

- Water Master Plan
- Water Treatment Facilities Plan
- Water Supply Plan
- Reclaimed water Plan (Phase 1 and Phase 2)
- Drought Contingency Plan
- Post Master Plan – System Modeling (In-House versus Out-Sourcing) Analysis
- Post Master Plan – Implementation Analysis

Project Assumptions

The following assumptions have been made by the ENGINEER in preparation of this scope of services:

- The City's 2040 Future Land Use Plan (FLUP) will be utilized for water and reclaimed water demand projections and will correlate with the Wastewater Master Plan.
- Throughout development and at the completion of the project the City will retain complete ownership of the system models.

WATER MASTER PLAN

TASK 1 DATA COLLECTION

- A. Kick-Off – ENGINEER will prepare and lead a formal kick-off meeting for the water master plan with City. During this meeting data collection and the scope for each task will be discussed. ENGINEER will deliver a letter request to City describing data that will be needed to complete the water system master plan and model update. ENGINEER will also prepare and maintain a data collection log that includes data type, date of request, and date of receipt.
- B. Data Collection – City will provide, and ENGINEER will review the following data, as necessary, to complete the project. Data collection is anticipated to include the following:
 1. Physical Data
 - a. GIS Data: pipe location, diameter, length, age, material, connectivity to other pipes

- b. Ground storage facilities: capacity, diameter, head range, ground elevation
 - c. Elevated storage facilities: capacity, diameter, head range, ground elevation, overflow elevation
 - d. High Service Pump stations: total capacity, number of pumps, flow and head range, pump curves, pump impeller elevation
 - e. Distribution Pipes: record drawings, location, diameter, length, age, material, pressure class
 - f. Water Treatment Facilities: record drawings, total capacity, and operation and maintenance manuals
 - g. Control Valves: record drawings, location, type, setting,
 - h. Customer Delivery Locations: record drawings, meter type, control settings, delivery facility
2. Water consumption records – Previous five (5) years
 - a. Current and historical number and type of water connections (monthly)
 - b. Total daily water usage (daily)
 - c. Water loss records (monthly)
 - d. Customer billing records (monthly)
 3. Wholesale Customer Water Consumption Records – Previous five (5) years
 - a. Wholesale Contracts
 - b. Customer Cities Water Records (daily)
 - c. Day of Maximum Demand, Hourly Wholesale Customer Flows
 4. Operating and SCADA records – As Requested
 - a. Pump station flows, pressures, and pump run times (daily)
 - b. Storage level variations (daily)
 - c. Field Testing – SCADA data will be requested for the time period of field testing to supplement field data gathered.
 5. System Operational Parameters and Controls
 - a. Ground tank level settings
 - b. Elevated tank level settings
 - c. Pump control settings
 - d. Control valve settings
 - e. Water Treatment Facilities
 - f. Customer Delivery Control Settings
 6. Historical maintenance data
 - a. Main break history
 - b. Loss of disinfection residual
 - c. Inadequate fire flow areas
 - d. Maintenance problem areas

- e. Dead-end line identification
- f. Low pressure complaint areas
- 7. Historical fire flow test records
- C. Meetings:
 - 1. One (1) in person kick off meeting with City staff and ENGINEER
 - 2. One (1) in person data collection meeting with City operations staff and ENGINEER
- D. Deliverables:
 - 1. Data collection letter and log
 - 2. Existing water system map to be utilized during kick off meeting

TASK 2 LAND USE AND GROWTH ASSUMPTIONS

- A. ENGINEER will utilize land use assumptions as provided in the City's comprehensive plan or future land use plan to determine future land use for undeveloped areas consistent with the development of the Wastewater Master Plan.
- B. ENGINEER will utilize rate of growth assumptions as provided in the City's comprehensive plan or as provided by the City to determine the rate at which development is anticipated to occur.
- C. ENGINEER will utilize data provided by the City to determine the anticipated locations at which development is anticipated to occur. This data will be utilized to prioritize infrastructure improvements.

TASK 3 HYDRAULIC FIELD INVESTIGATION

- A. Fire Flow Testing
 - 1. ENGINEER will perform fire flow testing at a maximum of thirty (30) locations throughout the City with City staff for the purposes of calibrating the roughness coefficients of the transmission pipes.
 - 2. ENGINEER will install up to eight (8) temporary pressure loggers, if applicable, throughout the system or pressure planes being tested to monitor the system response to fire flows.
 - 3. City will provide input regarding locations for calibration testing, including identifying key areas of the system with operational problems.
- B. Pump Performance Testing
 - 1. ENGINEER will perform pump performance testing for the purposes of generating calibrated pump curves and pump capacities for use in the hydraulic model.
 - a. Pre-Evaluation Summary – Provide a summary of work that the needs to be completed by the City before testing is conducted at each location. Work is expected to include, but not limited to, installation of tap assemblies, functional testing of isolation valves, providing SCADA data, providing applicable pump curves and record drawings, and coordination to complete pump testing. Provide a summary of tasks and manpower to be provided by City and a test outline.
 - b. The following tests are anticipated to be performed on high services pumps at the Lewisville and Ray Roberts Treatment Plants and pumps at the McKenna Park and Southwest Pump Stations.

- i. Individual pump test – Single pump in operation test will include normal operation and throttled test.
- ii. Combination pump test – Single pump in operation with several additional pumps in operation. Only one combination pump test will be performed for each pump.
- iii. The following performance evaluation data will be provided with the assessment:
 - 1) Pump output flow
 - 2) Pump suction head
 - 3) Pump discharge head
 - 4) Net positive suction head available
 - 5) Total dynamic head
 - 6) System surge data
 - 7) Power measurements for 600V and below systems

C. Meetings:

1. Testing will include ENGINEER and City staff.

D. Deliverables:

1. Fire flow, pressure, and pump performance results to be included in the final report.

TASK 4 ANALYSIS

- A. **Analysis** – This task shall consist of compiling existing infrastructure information and demographics to review and update the City’s existing hydraulic model. ENGINEER will use this model with the developed design criteria to identify infrastructure improvements required to accommodate existing deficiencies and new development identified in the City’s comprehensive plan and future land use plan. The scope is anticipated to be as follows:
1. Design Criteria – ENGINEER will develop design criteria specifically for City that meets Texas Commission on Environmental Quality (TCEQ) regulations and American Water Works Associations (AWWA) industry standards for:
 - a. Minimum and maximum pressures
 - b. Minimum and maximum pipe velocities
 - c. Well and Wholesale Supply
 - d. Elevated storage
 - e. Ground storage
 - f. Pumping
 - g. Fire Flow
 - h. Texas Commission on Environmental Quality (TCEQ) criteria
 2. Existing Water Demands –Engineer will utilize the Client’s existing water usage data to calculate the Client’s existing and historical water demands. Tasks will include:

- a. Calculate historical and current average day, maximum day, and peak hour water demand.
- b. Calculate historical and current average day water demand per acre by each unique land use type.
- c. Calculate representative maximum day water diurnal demand curve.
3. Existing Water System Model – ENGINEER will update the City’s existing water system model to represent the existing water system and existing water system demands. The model will utilize existing supply information, demand information and fire flow data. ENGINEER will evaluate the model. Tasks will include:
 - a. Evaluate system connectivity.
 - b. Confirm pipe and node parameters, such as pipe sizes, roughness factors, and node elevations.
 - c. Add recent system improvements.
 - d. Confirm system components, such as elevated tanks, pump stations, and control valves are shown in the model with the correct location, connectivity, and geometry.
 - e. Confirm system operational parameters and controls.
 - f. Evaluate the distribution of demands and compare to the land use map and historical water use data. It is assumed that the demand distribution in the model will not require significant adjustment.
4. Model and Infrastructure Verification – ENGINEER will use data collected from fire hydrant flow testing to calibrate the model.
 - a. ENGINEER will coordinate with City staff to verify that the existing infrastructure matches the water system model.
 - b. Evaluate system operation data from SCADA during the period of fire hydrant flow testing, including elevated tank levels, pump operation, and valve operation.
 - c. Perform a calibration analysis to compare steady state model results with the recorded data. Make adjustments to the model to achieve model results within 5 psi of field recorded pressures, 20% of SCADA recorded production flows and 6 feet of SCADA recorded tank elevations. Parameters to be adjusted include valve position (open or closed), pipe sizes, pump curves, distribution of demands, and pipe roughness coefficients.
5. Water System Analysis and Infrastructure Sizing – ENGINEER will utilize the water system model to evaluate the system to determine components that are deficient according to the design criteria and components that may have excess capacity in their current state and anticipated to be deficient as a result of future development. Tasks will include:
 - a. Regulatory Analysis – Consultant will analyze the water system in accordance with Texas Commission on Environmental Quality (TCEQ) criteria.
 - b. Identify infrastructure needed to alleviate existing system deficiencies.
 - c. Utilize future land use projections to prepare projected demand distributions and incorporate into the model.
 - d. Execute the model to identify infrastructure improvements necessary to meet the future demands.
 - e. Execute fire flow simulations for each pressure plane to identify infrastructure improvements necessary to meet fire flow requirements.

6. The following components will be evaluated and sized:
 - a. Source Water
 - b. Water lines
 - c. Ground storage
 - d. Elevated storage
 - e. Pump stations
 - f. Treatment capacity
- B. Meetings:
 1. Meet with City up to two (2) times to review progress and receive comments on recommendations.
- C. Deliverables:
 1. Design criteria memorandum
 2. Map with water model analysis results
 3. Updated water model

TASK 5 RECOMMENDATIONS

- A. Capital Improvements Plan
 1. ENGINEER will develop a water Capital Improvement Plan (CIP) that identifies projects to be constructed to alleviate existing deficiencies and to serve future development. In partnership with the City the project list will be prioritized by need. Tasks will Include:
 - a. Develop costing methodology for water infrastructure projects.
 - b. Utilize costing methodology to develop opinions of probably costs.
 - c. Develop an overall CIP map and individual CIP project sheets, including a description of the project, a project cost projection, include a priority for construction, identify any portion of a project that may be required to relieve an existing deficiency, and identify the portion of the project capacity required for growth.
 - d. Divide prioritized CIP projects into five (5) year, ten (10) year and build out scenarios.
- B. Meetings:
 1. Meet with City up to two (2) times to review progress and receive comments on CIP.
- C. Deliverables:
 1. CIP Map
 2. Individual CIP Project Sheets

TASK 6 WATER MASTER PLAN REPORT

- A. Report
 1. ENGINEER will prepare a Water Mater Plan report summarizing the findings of the analysis and recommendations. The plan is anticipated to include the following:
 - a. Executive summary

- b. Introduction
 - c. Description of existing infrastructure
 - d. Future land use, water demands (existing and future)
 - e. Design criteria and modeling methodology
 - f. Existing water system deficiencies
 - g. Analysis and recommendations
 - h. Capital improvements plan
 - i. Opinion of probable construction cost
 - ii. Project descriptions
 - i. ENGINEER will finalize Water Master Plan document based on CITY comments.
- B. Meeting
- 1. One (1) meeting with City to receive comments on Water Master Plan.
- C. Deliverables
- 1. Draft and Final Water Master Plan will be provided in hard copy and .PDF format to City via e-mail for review and comment. GIS shapefiles, associated databases, and layer files created in the development of the hydraulic model and master plan. GIS files will be in ESRI ArcGIS 10.x format, projected in the NAD 83 State Plane, North Central Texas Zone coordinate system.
 - 2. Final hydraulic model

TASK 7 HYDRAULIC MODEL TRAINING

- A. Training
- 1. ENGINEER will prepare and provide training materials and conduct training sessions related to use, evaluation, and updating of the hydraulic model.
 - 2. Engineer will conduct up to 2 meetings (4-hours each) with City.

TASK 8 FINANCIAL IMPLEMENTATION PLANNING

- A. Infrastructure Funding Workshop
- 1. At the outset of developing the Financial Plan, the ENGINEER team will work with the City to schedule a work session in which different capital funding options can be explored and discussed. It is anticipated that this session will be conducted in conjunction with, or with input from, the City's chosen Financial Advisor. As part of the session, the ENGINEER team will seek to outline the City's preferred funding philosophy, including, but not limited to, the City's desire to utilize debt and/or other funding options (e.g., state revolving funds, grants, etc.). The goal of this workshop will be to determine the general principles that should be used to develop a capital funding plan and to discuss with the City the potential funding options and sources available so as to minimize the overall impact of capital plan implementation on customers.
- B. Workshop to Coordinate with Streets Division
- 1. After defining the principles to be reflected in the Capital Funding Plan, the ENGINEER team will coordinate and facilitate a meeting between the City's Water Department and the City's Streets Division to identify the interdependencies that may exist between the Water and Wastewater Master Plans and planned street related capital project. The timing and priority of

projects will be compared and discussed, and adjustments made, as necessary, to the Water and Wastewater Master Plans to ensure adequate alignment with the City's planned street projects. Further, to the extent that the City's street projects rely on the City's Water Department for funding, such funding requirements will be built in as part of Task 8D outlined below.

C. Development of Capital Funding Plan

1. Based on the overarching principles outlined in Task 8.A, the ENGINEER team will prepare alternative capital funding scenarios reflective of the opinions of probable cost and project prioritization prepared earlier in the engagement. These financial scenarios, which will incorporate the entire term of anticipated debt issuance (i.e., 30+ years), will reflect the planned capital project prioritization as well as the anticipated sources of capital funding to be utilized. In developing the funding plan, the ENGINEER team will also take into account other financial requirements such as, but not limited to, existing debt schedules and requirements, as well as potential bond debt service coverage and/or reserve requirements. Once determined, the results of these scenarios will be considered on a systemwide, effective rate per service unit (i.e., per 1,000 gallons) basis or on a systemwide per meter equivalent. On completion, these scenarios will be discussed with the City to determine the final, desired capital funding plan. The Project Team anticipates completing a Capital Funding Plan inclusive of projects outlined in the Water and Wastewater Master Plans.

D. Summary-level, System Wide Revenue Requirement Development

1. After determining the desired capital funding scenario, the ENGINEER team will develop a summary-level, systemwide Revenue Requirement specific to encompassing both water and wastewater utility service. As indicated above, Capital funding specific to wastewater will be based on the City's recently completed Wastewater Master Plan and will follow the principles developed in Task 8A. To reflect the City's budgetary processes, this revenue need determination will be developed utilizing the cash-needs approach, unless otherwise requested. This summary analysis will seek to take into account the cost of general management and operations, including any resource changes (e.g., staffing, equipment, etc.) that will be required associated with the implementation of the Master Plans. The analysis will be based on historical costs, but also be reflective of the future anticipated cost changes associated with amendments to the desired service level provided to customers. Please note that for the ENGINEER team to identify water utility service-related expense, we will rely on guidance from City staff or the City's most recently complete cost of service study to properly allocate shared cost between the water and wastewater service functions.
2. The Capital Funding Plan developed in Task 8.B, will be overlaid with the management and operations costs, as well as other utility costs such as interfund transfers and other financial policy requirements to produce a total cost of service. The summary revenue requirements will then be compared with current revenue generation to evaluate the overall magnitude of revenue increases at a systemwide level that may be needed going forward. On completion, the analysis will be discussed with City staff to determine where amendments may be needed to facilitate politically feasible and customer acceptable levels of revenue change.

E. Qualitative Rate Structure Evaluation and Recommendations

1. Once the revenue needs by utility function are determined, the ENGINEER team will perform a qualitative evaluation of the City's existing water rate structures. As part of this evaluation, the ENGINEER team will meet with City staff to outline the Council's desired utility pricing goals and objectives. Such goals and objectives may include, but may not be limited to, encouraging water conservation; protecting low and fixed-income customers; promoting equity between

customers, customer classes, and generations of customers; and/or maintaining the stability of the City's revenue stream.

2. Once the goals and objectives are defined, the ENGINEER team will evaluate the City's existing water rate structure for its ability to meet the desired aims. The ENGINEER team will provide the City with a summary memorandum of our review and recommendations on potential qualitative changes for consideration. This memorandum will discuss the pros and cons of alternative rate designs and our assessment of a particular rate design's ability to meet the City's pricing goals and objectives. As part of this effort, the ENGINEER team will also provide the City with a regional comparison of water rate structures as well as sample customer monthly water bills to facilitate the City's evaluation of potential rate design changes in light of the comparative market. Please note that actual quantification and calculation of changes in rates are not contemplated under this task. Said changes are more appropriately conducted within a complete cost of service and rate design study which is outside of the anticipated scope of services defined here.

F. Summary Report and Council Presentation

1. At the completion of the financial planning process, the ENGINEER team will prepare a summary report detailing the desired funding plan, the pro forma cost of service, and qualitative recommendations for amendments to the City's existing rate design structure. The report will then be reviewed in a meeting with City staff to review the draft and discuss comments and requested changes. Following this meeting, the report will be finalized reflecting City staff comments and will then be presented to the City Council to obtain buy-in and to assist in charting a course towards future implementation.

G. Meetings:

1. One (1) workshop with City staff in accordance with Task 8.A.
2. One (1) Council meeting presentation per Task 8.E.
3. One (1) meeting with City staff per Task 8.E. to review and finalize draft report.

H. Deliverables:

1. Draft and final capital funding plan
2. Draft and final summary report detailing; funding plan, pro forma revenue requirements, and qualitative recommendations for potential amendments to City's rate structure.

WATER TREATMENT FACILITIES PLAN

TASK 1 WATER TREATMENT FACILITIES ANALYSIS

A. Data Collection

1. City shall provide the following information for both the Lake Lewisville Water Treatment Facility and Lake Ray Roberts Water Treatment Facility:
 - a. Facility Physical Data: This includes the following:
 - i. Existing as built/design drawings and specifications
 - ii. Pump performance data
 - iii. Chemical types and injection locations
 - iv. Operational Run Times
 - v. Operational performance data
 - vi. Operation and maintenance manuals
 - b. Facility Operating Data: This includes the following:
 - i. Chemical usage
 - ii. Electrical usage
 - iii. Peak day and Peak hour flows
 - iv. Process control data in electronic format (Excel).
 - c. Influent Water Characteristics
 - i. Total organic carbon
 - ii. Total dissolved solids
 - iii. Manganese and iron
 - iv. Oxygen
 - d. Current CT Study
 - e. Treated Water reports in electronic format (Excel)
 - f. Hydraulic model of existing facility
2. ENGINEER will evaluate both facilities based on capacity and condition of existing treatment units.

B. Evaluate Existing Facilities Site and Reliability Criteria

The Consultant will evaluate the condition of the existing facilities and provide recommendations for improvements by performing the following:

1. Conduct a site visit to evaluate the electrical and mechanical condition of the following water system elements:
 - a. Existing WTP
 - b. Raw water intake
 - c. Raw water pump station.

- d. Raw water transmission main
 - i. Identify existing deficiencies and recommend improvements for each water system element that was evaluated.
 - ii. Evaluate and make recommendations for each water system element for redundancy and resiliency
- C. Current and Anticipated Regulation Requirement Assessment
 1. ENGINEER will summarize and define the current and anticipated future TCEQ Chapter 290 regulations potential to affect the water treatment facilities by performing the following items:
 - a. Review the current water quality requirements, currently proposed regulations, and how they may affect future operations.
 - b. Summarize current and anticipated future drinking water regulations that may have an impact on the water treatment plant.
 - c. Provide guidance on necessary process improvements needed to meet requirements.
- D. Evaluate Existing Raw Water Intake, Pump Station and Pipeline Capacity
 1. The Consultant will develop a hydraulic model to evaluate the hydraulic capacity of the existing raw water intake, pump station and pipeline for both the Lake Lewisville Water Treatment Facility and Lake Ray Roberts Water Treatment Facility by performing the following:
 - a. Evaluate expansion of raw water intake needs based on results of Water Supply Master Plan.
 - b. Develop hydraulic model using Visual Water Designer software, determine the maximum capacity of the intake, raw water pumping, and pipeline systems.
 - c. Identify hydraulic deficiencies and recommend improvements.
 - d. Develop up to three (3) options for expanding the raw water intake structure, pump station, and pipeline capacity, if necessary.
- E. Evaluate Existing Water Treatment Units Process Capacities
 1. The Consultant will develop and validate a hydraulic model to reflect current conditions and potential hydraulic limitations based upon the information developed in the previous tasks.
 - a. Develop hydraulic model using Visual Hydraulics software, determine locations of flow restrictions and recommend corrective measures to these flow restrictions, if any. The model will be developed for both the treatment units and raw water intake pump station.
 - b. Include any new process flow elements as a result of the alternative analysis.
 - c. Evaluate chemical feed dosing based on water quality parameters and anticipated flow scenarios.
- F. Evaluate Alternative Treatment Technologies
 1. The Consultant will develop alternative treatment scenarios designed to meet the process capacity assessment, regulatory requirements, and water quality projections determined in the Water Master Plan, Water Supply Plan and Reclaimed water Plan for the improvements of each existing WTP.
 - a. Evaluate up to three (3) treatment technologies, including conventional treatment, membrane treatment, or other applicable treatment alternatives.

- b. Evaluate up to three (3) solids management technologies for residual management.
- c. Evaluate up to three (3) technologies for improving taste and odor.
- d. Up to three (3) different process train alternatives will be considered for evaluation.
- e. Evaluate rehabilitation and/ or capacity-oriented improvements based on:
 - i. Replacing older equipment
 - ii. Existing hydraulic bottleneck improvements
 - iii. Redundancy improvements
 - iv. Improved operations
 - v. Needed expansion

G. Evaluate Electrical and SCADA Systems

1. Evaluate SCADA, PLC, and automation systems for consistent, reliable operation of the WTP and recommend updates and upgrades. A replacement schedule, as applicable, will be included in the prioritization plan.
2. Evaluate emergency backup systems and recommend improvements to allow for continued operation under adverse conditions.

TASK 2 WATER TREATMENT FACILITIES MASTER PLAN

- A. The Consultant will prepare a report summarizing the findings of the tasks described above. The document will include the following:
1. A summary of recommended improvements.
 2. Updated process flow diagrams for each of the water treatment facilities.
 3. A summary of recommended pilot and bench testing, if applicable.
 4. An implementation plan that summarizes how the recommended improvements could be integrated into the existing facilities with minimal interruption to water system and plant operation.
 5. A summary of phased improvements based on priority.
 6. A preliminary implementation schedule and comprehensive update schedule.
 7. A conceptual-level opinion of the probable construction cost of the recommended improvements.

TASK 3 CAPITAL IMPROVEMENTS PLAN

- A. ENGINEER will develop a facility Capital Improvement Plan that identifies projects to be constructed based on anticipated flows identified in the Water System Master Plan. Tasks will Include:
1. Develop costing methodology for water treatment facility projects.
 - a. Utilize costing methodology to develop opinions of probable construction costs.
- B. Deliverables
1. Technical Memorandum and will be provided in .PDF format to City via e-mail for review and comment.

C. Review Meetings

1. Meet with City up to five (5) times to review progress and receive comments on technical memorandum.

WATER SUPPLY PLAN

TASK 1 EVALUATE EXISTING WATER SUPPLIES

- A. The ENGINEER will evaluate the existing availability and reliability of the water supplies through the existing wholesale water agreements with Dallas Water Utilities (DWU) and Upper Trinity Regional Water District (UTRWD). The ENGINEER will correlate the Water Master Plan projected water demands with the current and future water supplies for the City of Denton. The result of this task will be a plan to meet the ultimate water demand in a cost-effective manner.
- B. The ENGINEER will perform a needs analysis comparing projected future water demands with existing water supplies. The analysis will determine how much additional water supply will be required.
 - 1. Prepare for and attend one Kickoff Meeting with the City.
 - 2. Review the wholesale water supply agreements with DWU and UTRWD.
 - 3. Compare existing water supplies with future needs to establish long term water deficit, if any.
- C. Meetings:
 - 1. Prepare for and attend one (1) kickoff meeting with the City to discuss existing water supplies and wholesale agreement.

TASK 2 EVALUATE FUTURE WATER SUPPLY ALTERNATIVES

- A. The ENGINEER will identify additional water supply alternatives to meet the deficit water supply identified in Task 1.
- B. The ENGINEER will work with City staff to evaluate four (4) water supply strategies. These alternatives include:
 - 1. Updating the wholesale water agreement with DWU and/or UTRWD
 - 2. Aquifer Storage and Recovery (ASR)
 - 3. Direct and Indirect Potable Reclaimed
 - 4. Developing new groundwater wells and associated treatment facilities
 - 5. Contracting with other wholesale water providers.
- C. The Consultant will perform a preliminary evaluation of each alternative including the following:
 - 1. Description of water supply strategy.
 - 2. Advantages and disadvantages of the alternative.
 - 3. Estimate of firm water supply availability based on known permitting, infrastructure, and logistical constraints.
 - 4. Preliminary OPCC on each supply.
- D. Meetings:
 - 1. Prepare for and attend two (2) water supply alternative review meetings.

TASK 3 FINANCIAL ANALYSIS OF WATER SUPPLY ALTERNATIVES

- A. The ENGINEER will work to estimate the fiscal impact of future water supply alternatives on ratepayers. The goal of this exercise is to support the long-term decision making of the City as it works to secure its long-term water supply. Tasks will include the following:
1. Development of Water Supply Funding Plan
 - a. Prepare up to three (3) alternative capital funding scenarios reflective of the opinions of probable construction cost and project prioritization.
 2. Life Cycle Cost Analysis and Pro Forma Development
 - a. The life-cycle cost of each scenario will be considered, and financial pro forma statements developed which will include projections of cash requirements for capital, operations and maintenance expenses, major repair and replacement, and any required reserve funding and bond covenant requirements.
 3. Life Cycle Rate Impact
 - a. Estimate the rate impact of the various supply alternatives on the City's customers.
 4. Draft Letter Report
 - a. Develop a draft letter report on the life-cycle cost and rate impact analysis.
 5. Final Letter Report
 - a. Consultant will incorporate City's comments into a final letter report.
- B. Meetings
1. Prepare for and attend one (1) meeting with the City to discuss water supply alternatives and their associated capital and operating expenses.
 2. Prepare for and attend one (1) Council Meeting to present a summary of the financial analysis of water supply alternatives.

TASK 4 STAKEHOLDER COORDINATION

- A. The Consultant will prepare for and attend meetings with the City and stakeholders to discuss water supply alternatives to request information or develop and review additional alternatives.
- B. Meetings
1. Prepare for and attend up to three (3) meetings with the City and stakeholders to discuss water supply alternatives to request information or develop and review alternatives.

TASK 5 CAPITAL IMPROVEMENTS PLAN

- A. ENGINEER will develop a Water Supply Capital Improvement Plan that identifies projects to be constructed. Tasks will Include:
1. Develop costing methodology for water supply infrastructure projects.
 2. Utilize costing methodology to develop opinions of probable construction costs.

TASK 6 WATER SUPPLY PLAN REPORT

- A. Prepare and submit a draft report to the City documenting the water supply alternatives. The report will include:

1. Descriptions of each water supply alternatives.
 2. Advantages and disadvantages associated with each alternative.
 3. Criteria and decision support metrics for ranking alternatives.
 4. Matrix table for scoring alternatives.
 5. OPCC for each alternative.
 6. Recommendations for future water supplies and next steps.
- B. Following the review of the draft report by the City, incorporate comments and submit a final report to the City.
- C. Meetings:
1. Prepare for and attend one (1) meeting to review the Draft Water Supply Plan.
 2. Prepare for and attend two (2) Council Meetings to present a summary of the Water Supply Plan and adoption of the Plan.
- D. Deliverables:
1. Five (5) hard copies and one (1) electronic copy (.pdf) of the Draft Water Supply Plan.
 2. Five (5) hard copies and one (1) electronic copy (.pdf) of the Final Water Supply Plan.

RECLAIMED WATER PLAN PHASE 1

The purpose of this task is to evaluate reclaimed water alternatives based on water demand needs, wastewater effluent discharge requirements and retail and municipal market opportunities.

TASK 1 EVALUATE RECLAIMED WATER ALTERNATIVES

- A. The ENGINEER will identify the quantity, quality, and location of treated effluent from the Wastewater Master Plan that will be available for reclaimed and evaluate three (3) alternatives for the reclaimed water. The alternatives include:
 - 1. Direct Potable Reclaimed
 - 2. Indirect Potable Reclaimed
 - 3. Non-Potable Reclaimed
- B. Develop decision support parameters including the following:
 - 1. Limitations and restrictions related to potable and non-potable supply.
 - 2. Forecasts for potable and non-potable demands, including potential opportunities for non-potable.
 - 3. Regulatory compliance and permitting requirements related to reclaimed water in Texas (ref. 30 TAC Ch. 210). Regulatory trends for reclaimed will be considered.
 - 4. Conduct two (2) calls with Texas Commission on Environmental Quality (TCEQ) staff.

TASK 2 FINANCIAL ANALYSIS AND MARKET SURVEY

- A. Identification of Reclaimed Water Market Feasibility
 - 1. ENGINEER will work with the City to identify the largest 20 existing customers that may benefit from a partial transition to reclaimed water for irrigation and/or industrial application or cooling purposes. This will include a review of the City's billing system records, water use survey records submitted to the Texas Water Development Board, review of the City's wholesale customer group usage, and the Regional Water Plan as it applies to the City.
- B. Market Survey
 - 1. After identification of the potential market for service, the ENGINEER will make contact with key representatives of identified customers to discuss and gauge their interest in reclaimed water service. As part of these conversations, the ENGINEER will gather survey data including, but not limited to, potential reclaimed water demand levels, potential uses/application of reclaimed water, and potential cost of plumbing or industrial process retrofit needed to facilitate a transition from potable water service to reclaimed water service.
- C. Pro Forma Cost of Service Analysis and High-Level Rate Estimation
 - 1. Based on the estimates of demand obtained in the Market Survey the ENGINEER will identify the potential capital investment needed relative to the implementation of an expanded reclaimed system. Using high-level planning estimates and assumptions regarding capital project funding, the ENGINEER will prepare a simple cash-flow forecast to analyze revenues needed to support the reclaimed water system. This analysis will also make assumptions on potential subsidies available from the potable water and wastewater systems to support reclaimed implementation. The ENGINEER will assess the revenue stream needed from potential customers to support the overall cash flow needs of the reclaimed system with focus on overall financial viability and long-term financial sustainability.

D. Results Compilation and Analysis

1. Following the completion of Task C.1. the ENGINEER will summarize the results of the Market Survey into a cohesive and concise format for review by City staff. In addition, where information is available, the ENGINEER will look at the cost/benefit of the expanded reclaimed system for the identified customers and market. This analysis will look at the cost of reclaimed services to each customer along with the estimates of capital cost needed for plumbing retrofit as compared to the benefits received by the customer for a service that is priced lower than potable water (e.g., savings on potable water) and the benefits received by the City in either delayed or avoided capital investment on new water source investment

TASK 3 RECLAIMED WATER REPORT

A. Provide report summarizing the following:

1. Findings of the analysis, and the recommended alternative.
2. Summarize advantages and disadvantages of each alternative.
3. Methodology and findings will be incorporated into the overall One Water Master Plan.
4. Market survey results.
5. Pro-Forma results.

B. Deliverables

1. Report will be provided in .PDF format to City via e-mail for review and comment.

C. Review Meeting

1. Meet with City to receive report comments.

RECLAIMED WATER PLAN PHASE 2

The purpose of this task is to develop a reclaimed water system master plan once the City has decided the amount and use of the available reclaimed water and the potential retail market. This will be the implementation plan.

TASK 1 DATA COLLECTION

- A. Kick-Off – ENGINEER will prepare and lead a formal kick-off meeting for the reclaimed water master plan with City based on the decisions made in Reclaimed water Plan Phase 1.
- B. Data Collection – City will provide, and ENGINEER will review the following data, as necessary, to complete the project. Data collection is anticipated to include the following:
 1. Existing Reclaimed water System Physical Data
 - a. GIS Data: pipe location, diameter, length, age, material, connectivity to other pipes
 - b. Ground storage facilities: capacity, diameter, head range, ground elevation
 - c. Elevated storage facilities: capacity, diameter, head range, ground elevation, overflow elevation
 - d. High Service Pump stations: total capacity, number of pumps, flow and head range, pump curves, pump impeller elevation
 - e. Distribution Pipes: record drawings, location, diameter, length, age, material, pressure class
 - f. Control Valves: record drawings, location, type, setting,
 - g. Customer Delivery Locations: record drawings, meter type, control settings, delivery facility
 2. Reclaimed Water consumption records – Previous five (5) years
 - a. Customer Contracts
 - b. Current and historical number and type of water connections (monthly)
 - c. Total daily water usage (daily)
 - d. Water loss records (monthly)
 - e. Customer billing records (monthly)
 - f. Day of Maximum Demand, Hourly Customer Flows
 3. Operating and SCADA records – As Requested
 - a. Pump station flows, pressures, and pump run times (daily)
 - b. Storage level variations (daily)
 - c. Field Testing – SCADA data will be requested for the time period of field testing to supplement field data gathered.
 4. System Operational Parameters and Controls
 - a. Ground tank level settings
 - b. Elevated tank level settings
 - c. Pump control settings
 - d. Control valve settings

- e. Customer Delivery Control Settings
- 5. Historical maintenance data
 - a. Main break history
 - b. Loss of disinfection residual
 - c. Maintenance problem areas
 - d. Dead-end line identification
 - e. Low pressure complaint areas
- C. Meetings:
 - 1. One (1) in person kick off meeting with City and ENGINEER staff
 - 2. One (1) in person data collection meeting with City operations staff and ENGINEER staff
- D. Deliverables:
 - 1. Data collection letter and log
 - 2. Existing reclaimed water system map to be utilized during kick off meeting

TASK 2 HYDRAULIC FIELD INVESTIGATION

- A. Pressure Testing
 - 1. ENGINEER will install up to eight (8) temporary pressure loggers, if applicable, throughout the system for the purpose of calibrating the roughness coefficients of the transmission pipes.
 - 2. City will provide input regarding locations for calibration testing, including identifying key areas of the system with operational problems.
- B. Pump performance Testing
 - 1. ENGINEER will perform pump performance testing for the purposes of generating calibrated pump curves and pump capacities. The following tests are anticipated to be performed on high services pumps at the Pecan Creek Water Reclamation Plant.
 - a. Individual pump test – Single pump in operation test will include normal operation, throttled test, and shut-off head test.
 - b. Combination pump test – Single pump in operation with several additional pumps in operation. Only one combination pump test will be performed for each pump.
 - c. The following performance evaluation data will be provided with the assessment:
 - i. Pump output flow
 - ii. Pump suction head (horizontal split case only)
 - iii. Pump discharge head
 - iv. Total dynamic head
 - v. System surge data
- C. Flow Metering:
 - 1. ENGINEER will test the accuracy of the permanent flow meters at the discharges of the high service pump stations using a temporary clam-on, no-intrusive flow meter.

2. If the permanent flow meters are found to be functioning and accurate, ENGINEER will utilize data from the permanent meters at the discharges of the high service pump station for analysis.
3. If the permanent flow meters are not found to be functioning and accurate, ENGINEER will provide an additional clamp-on, non-intrusive flow meter. The cost of this additional meter has not been included in the scope of work and will represent an additional service.

D. Meetings:

1. Testing will include ENGINEER and City staff.

E. Deliverables:

1. Pressure and pump performance results to be included in the final report.

TASK 3 RECLAIMED WATER SYSTEM MODEL AND ANALYSIS

A. Analysis – This task shall consist of compiling existing infrastructure information to review and update the City’s existing computerized model. ENGINEER will use this model with the developed design criteria to identify infrastructure improvements required to accommodate existing deficiencies and new locations for reclaimed water identified in Reclaimed water Plan Phase 1. The scope is anticipated to be as follows:

1. Design Criteria – PROFESSIONAL will develop design criteria specifically for City that meets Texas Commission on Environmental Quality (TCEQ) regulations, and American Water Works Associations (AWWA) industry standards for:
 - a. Reclaimed Water line sizing
 - i. Transmission
 - ii. Distribution
 - b. Storage
 - i. Ground
 - ii. Elevated
 - c. Pumping
 - i. Treatment capacity
2. Existing Reclaimed Water Demands – ENGINEER will utilize the City Meter data to review the City’s existing water demands, develop seasonal demand curves and 24-hour diurnal demand curves.
3. Existing Reclaimed Water System Model – ENGINEER will update the City’s existing reclaimed water system model to represent the existing reclaimed water system and existing reclaimed water system demands. The model will utilize existing supply information and demand information identified in Reclaimed Water Plan Phase 1. ENGINEER will evaluate the model. Tasks will include:
 - a. Evaluate system connectivity.
 - b. Confirm pipe and node parameters, such as pipe sizes, roughness factors, and node elevations.
 - c. Add recent system improvements, if any.
 - d. Confirm system components, such as elevated tanks, pump stations, and control valves are shown in the model with the correct location, connectivity, and geometry.

- e. Confirm system operational parameters and controls.
 - f. Evaluate the distribution of demands and compare to the projected uses and locations identified in Reclaimed Water Plan Phase 1.
4. Model and Infrastructure Verification – ENGINEER will use data collected to calibrate the model.
 - a. ENGINEER will coordinate with City staff to verify that the existing infrastructure matches the reclaimed water system model.
 - b. Evaluate system operation data from SCADA including elevated tank levels, pump operation, and valve operation.
 5. Reclaimed Water System Analysis and Infrastructure Sizing – ENGINEER will utilize the reclaimed water system model to evaluate the system to determine components that are deficient according to the design criteria and components that may have excess capacity in their current state and anticipated to be deficient as a result of future demands identified in Reclaimed Water Plan Phase 1. Tasks will include:
 - a. Develop system wide diurnal curve. If one or more users (such as large industrial users) require a separate diurnal curve, this will be provided by City to ENGINEER.
 - b. Execute the model to identify infrastructure improvements necessary to meet the future demands.
 6. The following components will be evaluated and sized:
 - a. Reclaimed Water line
 - b. Ground storage
 - c. Elevated storage
 - d. Pump stations
- B. Meetings:
1. Meet with City up to three (3) times to review progress and receive comments on recommendations.
- C. Deliverables:
1. Design criteria memorandum
 2. Map with reclaimed water model analysis results
 3. Updated reclaimed water model

TASK 4 RECOMMENDATIONS

A. Capital Improvements Plan

1. ENGINEER will develop a reclaimed water Capital Improvement Plan (CIP) that identifies projects to be constructed to service future demands. In partnership with the City the project list will be prioritized by need. Tasks will Include:
 - a. Develop costing methodology for reclaimed water infrastructure projects.
 - b. Utilize costing methodology to develop opinions of probably costs.
 - c. Develop a CIP project sheet, including a description of the project, a project cost projection, include a priority for construction, identify any portion of a project that may be required to

relieve an existing deficiency, and identify the portion of the project capacity required for growth.

- d. Divide prioritized projects in CIP of five (5), ten (10) and build out years.

TASK 5 FINANCIAL IMPLEMENTATION

A. Pro Forma Financial Statement Refinement and Finalization

1. Should the City determine that the expansion of the reclaimed system is a viable alternative, the ENGINEER will proceed with this task, which starts with a refinement and finalization of the Pro Forma Financial Analysis prepared in Task 2.C. In this process, the ENGINEER will finalize capital cost estimates and the planned funding strategies, refine and finalize operations and maintenance estimates, and produce estimated financial metrics in support of business viability, including estimates on overall revenue sufficiency, working capital requirements, and debt service coverage.
2. As part of finalizing the Pro Forma Financial statements, the ENGINEER will refine and present to the City options on reclaimed pricing. In preparing these estimates, the ENGINEER will collect data and benchmark the fees and charges for reclaimed service currently employed by comparable utilities, both geographically and based on overall service population. This data will be utilized to refine and finalize reclaimed pricing options for the City relative to reclaimed service.

TASK 6 RECLAIMED WATER MASTER PLAN REPORT

A. Report

1. ENGINEER will prepare a Reclaimed Water Master Plan report summarizing the findings of the analysis and recommendations. The plan is anticipated to include the following:
 - a. Executive summary
 - b. Introduction
 - c. Description of existing infrastructure
 - d. Reclaimed water demands (existing and future)
 - e. Design criteria and modeling methodology
 - f. Existing reclaimed water system deficiencies
 - g. Analysis and recommendations
 - h. Capital improvements plan
 - i. Opinion of probable construction cost
 - ii. Project descriptions
 - i. Financial analysis recommendations
 - j. ENGINEER will finalize Reclaimed Water Master Plan document based on City comments.

B. Meeting

1. One (1) meeting with City to receive comments on Reclaimed Water Master Plan.

C. Deliverables

1. Draft and Final Reclaimed Water Master Plan will be provided in hard copy and .PDF format to City via e-mail for review and comment. Reclaimed Water Master Plan with the following exhibits at a minimum:
 - a. City wide reclaimed water system map
 - b. Capital Improvements Plan Map
 - c. Individual CIP summary pages
 - d. Financial analysis results
2. GIS shapefiles, associated databases, and layer files created in the development of the hydraulic model and master plan. GIS files will be in ESRI ArcGIS 10.x format, projected in the NAD 83 State Plane, North Central Texas Zone coordinate system.

DROUGHT CONTINGENCY PLAN

The purpose of this task is to update Dentons Water Conservation and Drought Contingency Plan in accordance with TWDB guidelines in preparation for the May 1, 2024 due date.

TASK 1 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

- A. Review the current version of the Plan
- B. Research water conservation Best Management Practices (BMPs) in relation to the City's operations.
- C. Research known Drought Contingency measures.
- D. Hold up to three (3) workshops with City staff to recommend and discuss changes to the Plan.
- E. Provide a draft of Plan updates and provide a reasonable comment period.
- F. Deliverables will include:
 1. PDF and (10) hard copies of the Plan with all relevant appendices and cover letters.
 2. Editable (word) version of the Plan

TASK 2 COMMUNICATION PLAN DEVELOPMENT

- A. Plan will align with the Drought Contingency Plan adopted by the City of Denton, both during a reasonable time leading into a drought condition and during each of the three (3) defined stages of the Plan, to include the following:
 1. Hold up to three (3) workshops with City staff to determine the nature of materials to be distributed.
 2. Create messages, images, and videos to be included in Social Media communications.
 3. Compose form letters to be sent to both even and odd addresses during each stage of the Plan, indicating day of week watering restrictions.
 4. Designs for postcards, magnets, or other display-ready materials as determined appropriate during the above-referenced workshops.

TASK 3 WEBSITE CREATION

- A. Create a set of three (3) websites to communicate the rules and restrictions applicable to each stage of the Drought Contingency Plan.
- B. Websites will remain invisible to the public until such time as the Drought Contingency Plan is triggered.
 1. Include a reader-friendly list of restrictions during each stage of the Plan.
 2. Include water conservation materials or links to external water conservation materials.
 3. Include a list of projects undertaken by Denton Water Utilities to protect or expand supply, reduce operational usage, or identify and mitigate water waste.

TASK 4 FORM LETTERS

- A. Create form letters for notification of wholesale, commercial, and government customers.
 1. Letters will be based on rules and restriction outline in the plan.

TASK 5 DRAFT PRESS RELEASE

- A. Create press release to notify news agencies of Drought Contingency Plan trigger conditions and watering restrictions.

POST MASTER PLAN – SYSTEM MODELING (IN-HOUSE VERSUS OUT-SOURCING) ANALYSIS

The purpose of this task is to analyze if it is more cost effective for the City to develop and maintain an in-house modeling staff versus out-sourcing modeling services. If all phases of the One Water Master Plan are implemented the following models would need to be utilized and maintained (water model, wastewater model, reclaimed water model).

TASK 1 DETERMINE MODELING NEEDS AND FREQUENCY OF UPDATES

- A. ENGINEER will meet with City staff to discuss the following:
 - 1. Understand what questions the models will be used to answer. For example, Capital Improvement Plan (CIP) size and location verification, and developer infrastructure size and location verification during development review process.
 - 2. Frequency models will be updated.
 - 3. What modeling software City may wish to utilize based on ease of use, cost, etc.

TASK 2 CITY AND CONSULTANT STAFFING ASSUMPTIONS

- A. Based on assumption made during Task 1 a determination of the number of staff will be estimated for either City staff (In-house) or Consultant staff (Out-Sourcing).
 - 1. Based on assumption made during Task 1 and the number of staff, estimates of time to keep the models updated and model analysis time will be determined for costing.

TASK 3 COSTING AND RECOMMENDATIONS

- A. ENGINEER will develop cost comparisons between City staff (In-house) or Consultant staff (Out-Sourcing) providing the needed modeling services.
 - 1. For City staff costing coordinate with City Human Resources Department to get determine total compensation per classification.
 - 2. For Consultant costing utilize latest billing rate for appropriate staff level.
 - 3. Develop costing matrix comparing the differences between providing the associated service In-house versus Out-Sourcing.
 - 4. Provide recommendation based on costing matrix.

TASK 4 TECHNICAL MEMORANDUM

- A. ENGINEER will prepare a memorandum summarizing the finding of the analysis and recommendations.
 - 1. ENGINEER submit draft of the memorandum for staff review and comment.
 - 2. ENGINEER will finalize memorandum based on City comments.
- B. Meetings
 - 1. Kick-off meeting with ENGINEER and City based on Task 1.
 - 2. Assumptions meeting with ENGINEER and City based on Task 2.
 - 3. Costing review meeting with ENGINEER and City based on Task 3.

4. Final review meeting with ENGINEER and City based on Task 4.

C. Deliverables

1. Draft and final technical memorandum will be provided in hard copy and .PDF format to City via email for review and comment.

POST MASTER PLAN – IMPLEMENTATION ANALYSIS

The purpose of this task is to assist City staff with development of staffing and operational procedures required for implementing the plans.

TASK 1 DEVELOPMENT MEETINGS

- A. ENGINEER will meet with City staff in up to six (6) workshop sessions to brainstorm, vision cast for the implementation of the One Water Master Plan.

TASK 2 IMPLEMENTATION

- A. Based on the review and recommendations from the One Water Master Plan the ENGINEER will provide additional scope of services agreed upon by the City. ENGINEER can provide these services, in accordance with the provisions of the Standard Agreement.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Design of infrastructure
- Preparation for and attendance at public meetings
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performance of miscellaneous and supplemental services related to the project as requested by the City.
- Any services not listed in the Scope of Services

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

ONE WATER MASTER PLAN

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed \$2,000,000** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER for a total compensation on a lump sum basis.

Progress payments shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

Water Master Plan

• Task 1 – Data Collection	\$ 35,600
• Task 2 – Land Use and Growth Assumptions	\$ 23,300
• Task 3 – Hydraulic Field Investigation	\$ 74,000
• Task 4 – Analysis	\$230,900
• Task 5 – Recommendations	\$158,000
• Task 6 – Water Master Plan Report	\$ 82,300
• Task 7 – Hydraulic Model Training	\$ 21,000
• Task 8 – Financial Implementation Planning	\$ 66,000
	<i>Sub-total: \$691,100</i>

Water Treatment Facilities Plan

• Task 1 – Water Treatment Facilities Analysis	\$197,000
• Task 2 – Water Treatment Facilities Master Plan	\$ 69,800
• Task 3 – Capital Improvements Plan	\$ 66,800
	<i>Sub-total: \$333,600</i>

Water Supply Plan

• Task 1 – Evaluate Existing Water Supplies	\$ 49,900
• Task 2 – Evaluate Future Water Supply Alternatives	\$ 88,200
• Task 3 – Financial Analysis of Water Supply Alternatives	\$ 25,000
• Task 4 – Stakeholder Coordination	\$ 37,100
• Task 5 – Capital Improvements Plan	\$ 41,200
• Task 6 – Water Supply Plan Report	\$ 28,900
	<i>Sub-total: \$270,300</i>

Reclaimed Water Plan Phase 1

• Task 1 – Evaluate Reclaimed Water Alternatives	\$ 89,600
• Task 2 – Financial Analysis and Market Survey	\$ 44,000
• Task 3 – Reclaimed Water Report	\$ 21,700
	<i>Sub-total: \$155,300</i>

Reclaimed Water Plan Phase 2

- Task 1 – Data Collection \$ 21,200
- Task 2 – Hydraulic Field Investigation \$ 15,600
- Task 3 – Reclaimed Water Model and Analysis \$138,800
- Task 4 – Recommendation \$ 58,900
- Task 5 – Financial Implementation \$ 22,000
- Task 6 – Reclaimed Water Master Plan Report \$ 35,600

Sub-total: \$292,100**Drought Contingency Plan**

- Task 1 – Water Conservation and Drought Contingency Plan \$ 28,500
- Task 2 – Communication Plan Development \$ 43,700
- Task 3 – Website Creation \$ 34,600
- Task 4 – Form Letters \$ 6,200
- Task 5 – Draft Press Release \$ 5,600

Sub-total: \$118,600**Post Master Plan – System Modeling (In-House versus Out-Sourcing) Analysis**

- Task 1 – Determine Modeling Needs and Frequency of Updates \$ 8,500
- Task 2 – City and Consultant Staffing Assumptions \$ 7,500
- Task 3 – Costing and Recommendations \$ 15,000
- Task 4 – Technical Memorandum \$ 8,000

Sub-total: \$ 39,000**Post Master Plan – Implementation Analysis**

- Task 1 – Development Meetings \$ 32,800
- Task 2 – Implementation \$ 67,200

Sub-total: \$100,000**Grand Total \$2,000,000**

ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

All permitting, application, and similar project fees will be paid directly by the CITY.

Non-Labor Expenses: Non-labor expenses for reimbursable tasks shall be reimbursed as Direct Expenses at invoice or internal office cost. 4.6% will be added to each invoice to cover certain other internal office cost expenses as to these tasks, such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing.

Direct Expenses (non-labor) for reimbursable tasks include, but are not limited to, mileage, travel and lodging expenses, mail, supplies, printing and reproduction services, other direct expenses associated with delivery of the work; plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.10 times the cost.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ATTACHMENT “C”

PROJECT SCHEDULE

ONE WATER MASTER PLAN

ENGINEER endeavors to complete CITY one water master plan twelve (12) months from the date of Notice to Proceed.

ENGINEER will provide additional detailed schedule to CITY upon further discussion regarding priority areas for analysis and recommendation upon execution of the contract.

ATTACHMENT "D"


PROJECT LOCATION MAP


for

DENTON ONE WATER MASTER PLAN

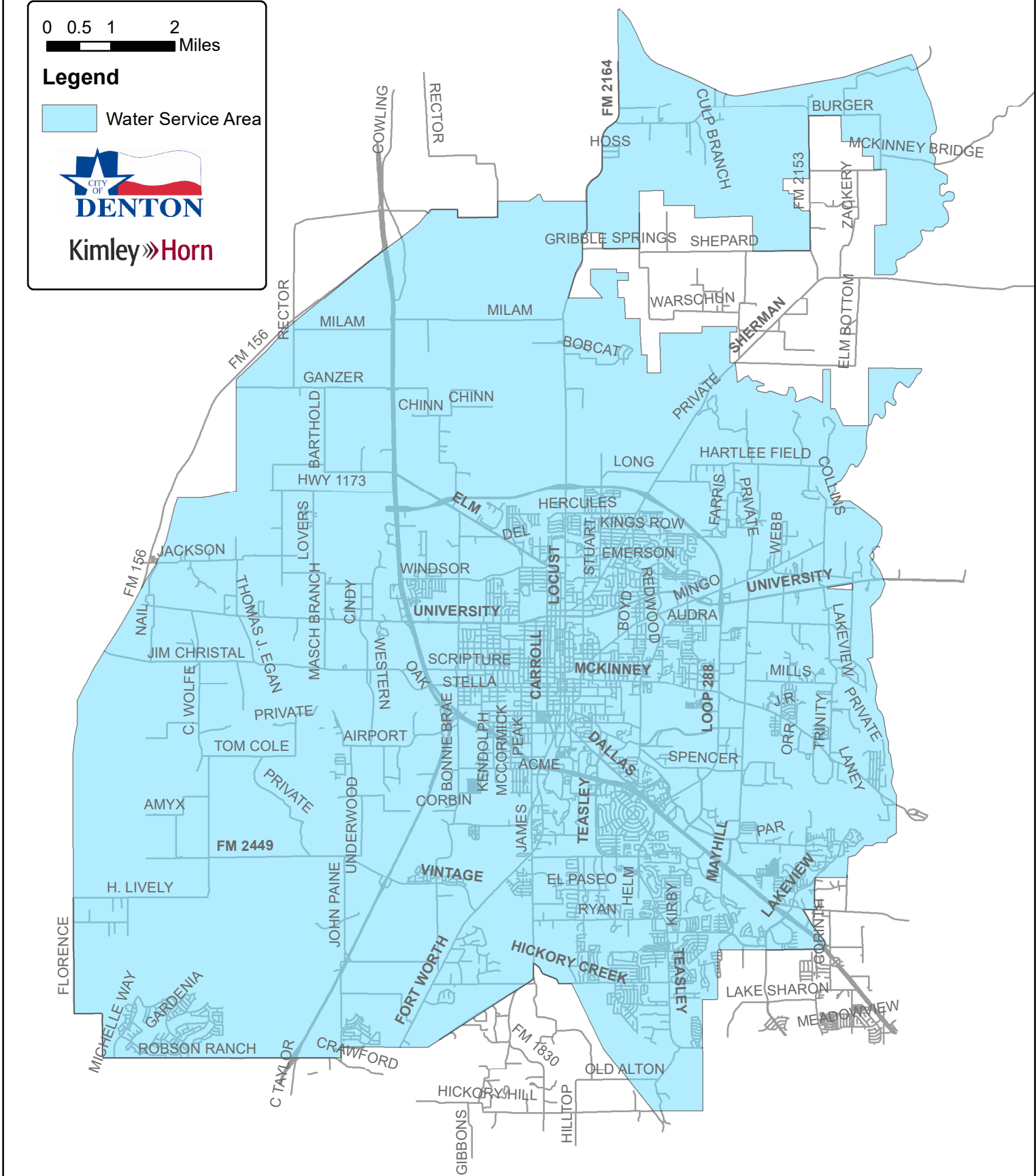
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Legend

 Water Service Area



Kimley»Horn



CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

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

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

1 Name of vendor who has a business relationship with local governmental entity.

Kimley-Horn and Associates, Inc.

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

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

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

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

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

4 I have no Conflict of Interest to disclose.

5
DocuSigned by:
John Atkins

7/28/2022

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 14BC0DB998C1497298BAC34550FF5572

Status: Sent

Subject: Please DocuSign: City Council Contract 7574-012 One Water Master P Lan

Source Envelope:

Document Pages: 55

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Lori Hewell

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

lori.hewell@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Lori Hewell

Location: DocuSign

7/26/2022 1:49:15 PM

lori.hewell@cityofdenton.com

Signer Events**Signature****Timestamp**

Lori Hewell

Completed

Sent: 7/26/2022 2:08:31 PM

lori.hewell@cityofdenton.com

Viewed: 7/26/2022 2:08:43 PM

Purchasing Manager

Signed: 7/26/2022 2:09:44 PM

City of Denton

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

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City of Denton

Signature Adoption: Pre-selected Style

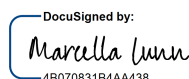
Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

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Marcella Lunn



Sent: 7/26/2022 2:10:26 PM

marcella.lunn@cityofdenton.com

Viewed: 7/28/2022 4:00:35 PM

Deputy City Attorney

Signed: 7/28/2022 4:04:39 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 47.24.6.135

Electronic Record and Signature Disclosure:

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John Atkins



Sent: 7/28/2022 4:04:42 PM

john.atkins@kimley-horn.com

Viewed: 7/28/2022 4:05:30 PM

Vice President

Signed: 7/28/2022 4:08:47 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 134.238.171.64

Electronic Record and Signature Disclosure:

Accepted: 7/28/2022 4:05:30 PM

ID: 54a4f136-f890-4592-8229-c775bf85d4b8

Signer Events	Signature	Timestamp
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Stephen Gay
stephen.gay@cityofdenton.com
Director
Security Level: Email, Account Authentication (None)

DocuSigned by:

9EBFF5658E56492...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

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Viewed: 7/29/2022 10:16:36 AM
Signed: 7/29/2022 11:07:15 AM

Electronic Record and Signature Disclosure:
Accepted: 7/29/2022 10:16:36 AM
ID: ea4c7e61-915c-4991-82de-d885e78fa36c

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

Sent: 7/29/2022 11:07:18 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Accepted: 7/28/2022 8:06:34 PM
ID: 9dbc30f9-6cff-443a-87c1-bbee47bf5186

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Carbon Copy Events**Status****Timestamp**

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication
 (None)

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Sent: 7/29/2022 11:07:17 AM
 Viewed: 8/1/2022 10:10:36 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Secretary Office
 citysecretary@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Annie Bunger
 annie.bunger@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	7/26/2022 2:08:31 PM
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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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

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

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

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

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- 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.

Acknowledging your access and consent to receive materials electronically

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

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