

DocuSign City Council Transmittal Coversheet

PSA	7574-023
File Name	AMI Deployment Proof of Concept
Purchasing Contact	Gabby Leeper
City Council Target Date	MARCH 21, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-582

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 BLACK & VEATCH CORPORATION, with its corporate office at 11401 Lamar, Overland Park, KS 66021 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: AMI Deployment Proof of Concept (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 \$185,687 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 A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) as expeditiously as is prudent considering the ordinary professional skill and

care of a competent engineer.

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

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

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents

shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's

services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

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 - CIQ

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 03/21/2023.

ENGINEER

BY: Ignacio Cadena
AUTHORIZED SIGNATURE

Printed Name: Ignacio Cadena

Title: Associate Vice-President

817-313-3617
PHONE NUMBER

CadenaI@bv.com
EMAIL ADDRESS

2023-982623
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: Sara Hensley
SARA HENSLEY, CITY MANAGER

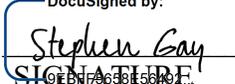
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Luna
4B070831B4AA438...

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

DocuSigned by:
 _____
SIGNATURE PRINTED NAME

Director,
TITLE

Water Utilities
DEPARTMENT

Attachment A- Scope of Services

City of Denton AMI – Base Information

Data from Meeting: December 7th, 2022.

City: Casey Bowles, Tyler Dawson, Tiffany Sherrane (PM), James Gideon

BV: Ignacio Cadena | Andrew Chastain- Howley

SYSTEM INFORMATION

- Approximately 42,000 meters
- Monthly Billing
- Manual meter reading
- 13-year replacement cycle
- The last three years the City has not been replacing (waiting for AMI) so 16 years may be the oldest meters
- 95% Neptune, 5% badger, recently putting in some Zenner meters (cheapest, while wait for AMI)
- Use Cityworks CMMS and Harris NorthStar for billing
- The City does have a Ford meter test bench, but it is likely outdated, and they are looking to upgrade (solicitation out December, 2022).
- Fast growing (especially in N and NE of the city)
- 2 Water Treatment Plants (north of Lake Lewisville, and Ray Roberts)
- Sell water to Upper Trinity Regional Water District (UTRWD) to two customers in the northeast
- Lots of Industrial growth between Fort Worth and Denton (most on W side of Denton (W side of I35) – Roanoke / Argyle, etc.)

WANTS

- Education on the AMI technologies
- Group meetings to discuss the technologies and the project
- Inclusion of electrical side of city in AMI planning
 - Electric already has AMI, but in process of considering change
- Possible consideration of billing system
 - Currently use Harris NorthStar
- To scope through all planning and set up RFP and vendor selection in 2023 and complete project in two years

- BV did mention this was an aggressive timeline
- Consider integration of sewer meters also (small number, but likely different technology)
- City would like to have a physical review of equipment and functionality
 - BV to provide working review first, and involve selected vendors after this
- Internal main stakeholders
 - This group with the city (Ops and AM)
 - Electric Division
 - Customer Service
 - Sustainability Group
 - Technology Services

OTHER

- The City already conducted a business case (Jacobs) and made the decision to go to AMI

Scope of Work (Proposed)

Table of Contents

CITY OF DENTON AMI – BASE INFORMATION	1
System Information.....	1
Wants	1
Other	2
SCOPE OF WORK (PROPOSED)	3
Task 1 Program and Project Management	4
Program and Project Management	4
Task 2 – Data Reconnaissance	4
Project Kick-Off Meeting and Communication Plan	4
Information Request	4
AMI Technologies Overview	5
Interview Meetings	6
Interview Meetings: The City of Denton - Subject Matter Experts (SMEs)	6
Integration and CIS Considerations	6
Current Needs Analysis Report	6
Task 3 – Develop Evaluation Criteria	7
Task 4 – Preparing RFP Scope of Work	8
Create Request for Proposal (RFP) and Associated Documents	8
Task 5 – Vendor Proposal Evaluation Assistance.....	10

TASK 1 PROGRAM AND PROJECT MANAGEMENT

Program and Project Management

Black & Veatch will use project management tools throughout the project to ensure that the team stays focused on deliverables and meeting deadlines. These tools include status reports to keep the team informed on the project, reports identifying any problem areas that need attention, a schedule that outlines due dates, and a combination of project meetings, conference calls and webinars. The City of Denton will provide Black & Veatch with their Standard Services Agreement as previously contracted.

TASK DELIVERABLES:

- Status report monthly
- Problem identification, risk and issue reports
- Project schedule updates
- Invoices monthly based on percent complete estimates
 - Monthly reports will be included with each monthly invoice

TASK 2 – DATA RECONNAISSANCE

Project Kick-Off Meeting and Communication Plan

The Kick-off meeting is one of the most important tasks of the project as it sets the stage for project success by initiating teamwork and collaboration. We will identify project goals and success factors for each participant and the overall program during this meeting. We will establish the vision for defining success for each project phase (begin with the end in mind), define how we will communicate, and set parameters for functioning as a high-performing team.

This exercise will clarify the overall program plan and participants' expected roles. It will provide an understanding of the current state from which the City of Denton would transition from the current environment to the proposed solution moving forward.

Information Request

This subtask identifies information that Black & Veatch would like to obtain to support the proper understanding of the starting point for the AMI initiative. There is a significant amount of information needed to build the RFP that has little to do with AMI functional requirements. We are expecting the information request will include at the minimum the following:

1. A map of the service territory.
2. GIS shape files of all existing meter locations and the service territory footprint. This information assists the AMI bidder define fixed network RF coverage requirements as well as develop a deployment plan if endpoint installation services will be supplied.
3. GIS asset description of telecom assets or Excel tables reflecting information such as tower locations and heights, city office locations (including schools, hospitals, police and fire), land owned by the city,

heights of all towers and poles owned. The AMI bidder will use this information to develop and refine fixed network collection asset locations to minimize site leasing requirements.

4. If the City has known water telemetry locations targeted in the future i.e. pumping stations, water reservoirs, Water storage tanks, bulk meter locations, water towers, etc. then please provide the latitude/longitude coordinates of these locations as well. This information assists the AMI bidder define fixed network RF coverage requirements. The AMI bidder will use this information to develop and refine fixed network collection asset locations to minimize site leasing requirements.
5. Confirm BV has the correct assumptions gathered for the quantity of water meters and meter register by manufacturer, type, and size and any associated service requirements. The AMI bidders will use this information to determine endpoint compatibility support and to determine if any meter replacements will be required as part of the AMI RFP.
6. Confirm the quantity of pit lids by manufacturer including material type and if there is a recessed antenna access. This will be used to determine the type of installation that would be acceptable.
7. Confirm the conditions around the current installation locations of water meters, pits, meter boxes, service lines, lids etc. This information will provide a basis of labor effort for the AMI installation. It may also be used to assess any additional work needed for the utility.
 - a. There is expected to be significant variation in asset condition (within meter boxes/cans).
 - b. Within this scope – a allowance is included to conduct a small-scale (300-400 sites to create statistical significance) evaluation of meter boxes to “find” the major potential issues that the vendors may come across.
8. The names of the systems and release numbers of the existing IT/OT systems that will require integrations. This is typically (but does not always include) the CIS, billing, MDMS, GIS, work order management, asset management system, customer web portal and SCADA. A high-level architecture diagram illustrating the interfaces and interdependencies associated. This information assists the AMI bidder in understanding the headend integration requirements.

AMI Technologies Overview

For the City of Denton to evaluate AMI Solutions effectively, Black & Veatch has found that it is important to have a sound understanding of the AMI solution marketplace as it is constantly changing with technological improvements brought to market regularly. This includes an overview of AMI systems, the available water AMI solutions, analytical capabilities, and even knowledge of the metering infrastructure and their costs to understand the operational characteristics and nuances with implementation. The current trends and the strengths/challenges of each technology type are important considerations too.

It is expected that Black & Veatch will conduct an initial technology workshop and after review will arrange a second workshop with selected vendors to provide more detailed understanding on the vendor and infrastructure solutions. Note that once the Selection Review Committee has the relevant documents there will be no further communication with prospective vendors/bidders.

Interview Meetings

Black & Veatch will deliver a project communication plan to engage the City stakeholders that meets the agreed-upon timing and objectives of the City. We will organize and facilitate workshops and individual interviews to access the data needed to build up the requirements and business process needs. It is anticipated that these will be primarily group workshops (assume 2 group and 2 individual interview meetings for scope purposes)

Interview Meetings: The City of Denton - Subject Matter Experts (SMEs)

- Asset Management
- Customer Service
- Electric Division
- Finance
- Operations and Maintenance
- Technology Services
- Sustainability Group

Integration and CIS Considerations

It is expected that the City will have multiple integrations of software platforms within the duration of any AMI project. These integrations need to be monitored and managed actively. IT system enablement and integration carry a significant role in the ultimate success of an AMI program and its ability to provide the necessary functional capabilities to the organization. Thus, this subtask will include a review of the current System Architecture to provide a basis for understanding (and then planning) for the expected IT system impacts.

Electric Division System Evaluation

Black & Veatch will conduct an initial evaluation of the (current) AMI system managed by the Electric Division. Consideration will be given to whether this system meets the basic needs and requirements and/or has functional infrastructure that would be sufficient for the needs of the water utility. This will include discussion of whether sharing any parts of the system could be beneficial to the City as a whole.

Current Needs Analysis Report

Following the interview meetings, Black & Veatch will assemble information obtained. The package will include notes, observed gaps between current and desired states, anticipated process changes, any desired additional system enhancements, and processes improvement/standardization areas. Combining the functional needs/goals with the current status of the water utility will allow Black & Veatch to assure all needs are met.

TASK DELIVERABLES:

- Kickoff presentation (MS PowerPoint)
- Revised Program Schedule (MS Project or Excel)

- AMI State of the Industry Overview (MS PowerPoint)
- Current state System Architecture diagrams (MS Visio or Pdf)
- Electric Division System Evaluation (MS Word or Pdf)
- Current Needs Analysis Report (MS Word or Pdf)

TASK 3 – DEVELOP EVALUATION CRITERIA

After the Needs Analysis and Data gathering, Black & Veatch will assist the City with creating a draft Requirements document. Black & Veatch will then review all the proposed evaluation criteria and coordinate with technical staff and procurement to ensure that criteria comply with City policies. Black & Veatch draws upon industry standards, best practices as well as lessons learned from all its AMI customers – bringing that vast experience and customizing to the City of Denton’s needs.

In order to prepare for the RFP Development, we will then proceed to rank requirements importance. We are expecting that from similar projects at least 10% of the Black & Veatch listed sample requirements will be deleted. Similarly, discussions with the utility’s project team will result in adding around another 10% of new requirements. Each water utility, though similar in operation is not identical and these differences drive the changes during the work session discussions.

The ranking exercise of high, medium, and low for each requirement will also be used to help the City when scoring the vendor bids as high priority receives greater scoring than medium or low priority requirements. Black & Veatch understands that the City will conduct and manage the final vendor scoring and evaluation and to determine the requirements that need to be met. This scope item is to provide the City with a scoring mechanism that provides a weighting for the requirements to determine their priority. The rankings of high, medium, and low will be kept internal to the City of Denton and not shared with the vendors.

It is anticipated that there will be a pre-bid and final bid which would be used to help the City build the final scope. It is possible that this could be also completed through direct conversations with prospective vendors prior to the RFP being approved. It is expected that either direction will be a similar time and cost commitment.

All of this allows us to aid with the creation of a weighted scoring spreadsheet to reflect the desired outcome of the City of Denton. At the end of this section, we will have aided with completion of an evaluation matrix, including all technical requirements to be evaluated.

The City provided the following Evaluation Criteria Document (Figure 1) which may be used to help guide the overall vendor scoring. It is expected that most of Black & Veatch’s involvement as noted in this task will be to provide requirements and scoring on specifications and performance.

TASK DELIVERABLES:

- Validated vendor system requirements
- Vendor proposal evaluation criteria

Evaluation Criteria (Standard Shown):

Criteria	RFP Standard %	RFQ Standard %
Project Schedule	10-20%	20-30%
Specifications	20-30%	20-40%
Price	30-50%	
Probable Performance	10-20%	30-40%
Other:		20-30%

FIGURE 1 CITY OF DENTON STANDARD EVALUATION CRITERIA

TASK 4 – PREPARING RFP SCOPE OF WORK

The next steps create the formal RFP document and all associated chapters and files. Most of the materials for the RFP will be created by the Black & Veatch Team after our requirements sessions. Still, many of the exhibits such as the GIS of meter locations, quantity of meter form factors by type, and other written information requests would have been gathered in earlier tasks. Therefore, this Task primarily assembles the RFP with much of the work completed earlier. It can be assumed that Black & Veatch will be creating and distributing various sections separately to the City of Denton, seeking approval by section. The utility’s project sponsor will use best judgment to decide who from the utility may also benefit from each section’s final review/approvals. As needed, your Black & Veatch Project Manager will also review each section with the appropriate review team.

Create Request for Proposal (RFP) and Associated Documents

Below we define how to combine the various files and chapters of the RFP into a single document that integrates with the City’s procurement standards.

The RFP will include a minimum of the following.

1. **Contractual terms and conditions:** This section will become the contract. We suggest the City provide its standard terms and conditions as part of the RFP. This allows vendors to either approve as-is or take exceptions while noting the exception or providing their standard version. We also will request that the vendors provide their software agreement, Service Level Agreement and System Acceptance Testing terms. Format: Microsoft Word and editable.
2. **Technical requirements:** This Excel file would have been drafted during previous tasks. We shall include a single Excel spreadsheet and this can be embedded into the Word RFP document. We will ask vendors to indicate compliance and describe how their products perform the task and meet the requirement addressed.

3. **Expected integration:** Our Integration work session shall reveal all expected integrations
4. **Expected system components diagrams for SaaS or Cloud-Based:** We are asking the vendors to provide diagrams depicting their cloud and SaaS environments. We will be looking for details as to where the locations are, the level of diversity and redundancy, etc.
5. **Key performance milestones:** Black & Veatch suggests running a System Acceptance Test on 5-10% of the overall system. We would carefully craft language around performance metrics to align with the City of Denton's goals. After the vendor exceeds the contractual expectations, the project would go into full deployment phase.
 - a. **Phased Testing:** The City has requested an Alpha and Beta phase of testing to provide proof-of-concept. Alpha is expected to reference the technology and a small number of meters. Beta is expected to include 200-300 meters and end points.
 - i. For this scope of work it is assumed that the initial Alpha and Beta test phases (not including full deployment) would be contracted through this contract and RFP. This scope does not cover fieldwork, data collection or analysis of data from any Alpha or Beta field tests unless previously specified directly.
6. **Timeline for implementation:** We suggest a timeline for implementation be defined as part of the RFP to help manage expectations and seek commitments during the bidding process. It is currently the expectation that the full project would be at least 95% complete within two years.
7. **Responsibility Matrix:** We will plan to include a responsibility matrix to reflect the roles and responsibilities between the City of Denton and the AMI vendor. This helps manage expectations for the deployment tasks.
8. **References:** The RFP will request the names and contact information of references. Again, including this request in the RFP saves time in later steps.
9. **Cost Template:** The RFP will ask vendors to submit proposed costs in a format defined by the City of Denton. This allows for a uniform cost comparison of the vendors and avoids inconsistencies in the bids. As an option, you might seek a bid directly from a metering vendor just for meters versus a turn-key meter/module. We can discuss this during the requirements session.

We suggest an Intent to Respond form be used in the process primarily to ensure the vendors received the bid and they are working on the response (emails can sometimes not reach the intended destination, so it is a good check/balance quality control process). Black & Veatch will be available to assist in answering technical questions during the bid process and assist with creation of any addendums that may be necessary. We anticipate the bidders would have four to six weeks to complete the bids.

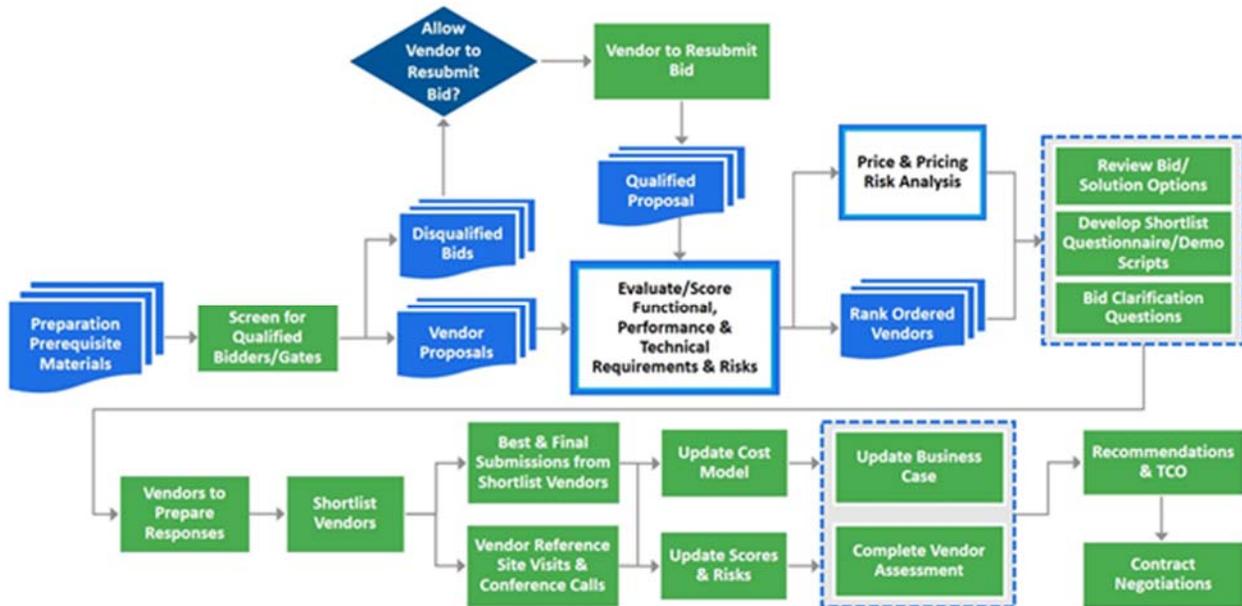
Once the RFP is released, Black & Veatch can assist in the Pre-Bid meeting. The goal of the call is to lay out the project, the vendor process and answer any high-level questions. All questions on the Pre-Bid or before the bids are due shall be reviewed and documented. Black & Veatch provides technical assistance as well as suggested responses based on industry knowledge. Some vendors can use questions as a way to differentiate their product, so it is important to understand the ramifications of the answers.

TASK DELIVERABLES:

- Vendor RFP specifications
- Pre-Bid meeting support
- Vendor Question/Answer support

TASK 5 – VENDOR PROPOSAL EVALUATION ASSISTANCE

Once the proposals have been received, Black & Veatch will work with the City to aid with the technical evaluations, so the City of Denton can focus on the documents that apply to each section in a manageable way. The City will conduct and manage the evaluations.



Black & Veatch plans to closely review the AMI requirements and support the Core Team members at the City of Denton while they read and score selected technical specifications. We plan to explain the approach for this with the Project Sponsor as we reach this point in the project. At the minimum, Black & Veatch will complete the following bid analysis items noted below as “[BV Assistance]”:

1. Review the proposals for completeness. [City of Denton Department Jurisdiction – no BV Assistance]
2. Review the proposals to assess requirement compliance. [City of Denton Department Jurisdiction – no BV Assistance]
3. Provide technical guidance and insight into each RFP response. We look for signs of schedule-adherence, integrity, professionalism, etc., [BV Assistance]

4. Assess proposed costs in each proposal, including the initial and recurring costs. City to consider normalizing the pricing (e.g., annual costs likely escalated 3% per year, one vendor may quote unusual items, inconsistencies with license costs, and other edits to normalize the bids). [City of Denton Department Jurisdiction – no BV Assistance]

5. Assess and Score the RF Design from each bid. The vendors typically create technical questions based on their proposed design for the short-list onsite vendor sessions. Evaluation should be conducted on their propagation study provided, heights and locations of all collector site antennas, the number of collectors and repeaters proposed, expandability/scalability for future unidentified programs, review how cellular was proposed to be used, and other details that will impact the coverage and resiliency of the bid. **[BV Assistance]**

6. Review the level of risk with each solution as it relates to: **[BV Assistance]**
 - a. System integration issues
 - b. Technology obsolescence based on the age of the proposed technology
 - c. Issues that could cause cost overruns include assuming cellular collectors in areas where cellular coverage is spotty.
 - d. Operational logistic challenges
 - e. Level of “openness” with technology
 - f. Gaps in clarity that would be best to identify during the upcoming vendor demo meetings

It is assumed that the City of Denton project team will conduct the final proposal evaluations without input from BV.

TASK DELIVERABLES:

- Assistance with specific technical items in vendor evaluations noted with “BV Assistance” in scope

ATTACHMENT B- COMPENSATION

DENTON AMI CONSULTING

VERSION 3: 1/30/2023

TASK	Task Description	Total	Expenses
TASK 1 Program and Project Management			
	Project Management	\$ 15,220.00	\$ -
TASK 2 Data Reconnaissance and Needs Analysis Reporting		\$ -	\$ -
	Project Mgt/Kickoff	\$ 7,802.00	\$ 1,000.00
	Data Gathering and Analysis	\$ 7,216.00	\$ -
	Meter Box Reconnaissance	\$ 14,236.00	\$ -
	Interview Meetings (2 group, 2 individual)	\$ 14,966.00	\$ 2,000.00
	AMI Technologies Workshops (2) and User Stories Development	\$ 15,422.00	\$ 1,000.00
	Electric Division System Evaluation	\$ 15,997.00	\$ 1,000.00
	Needs Analysis Report	\$ 12,548.00	\$ -
TASK 3 Develop Evaluation Criteria		\$ -	\$ -
	Vendor System Requirements (Alpha/Beta only)	\$ 14,823.00	\$ -
	Proposal Evaluation Criteria (Alpha/Beta only)	\$ 7,113.00	\$ -
TASK 4 Prepare RFP Scope of Work		\$ -	\$ -
	Create RFP (Alpha/Beta only)	\$ 26,528.00	\$ -
	Pre-bid support	\$ 10,675.00	\$ -
TASK 5 Vendor Proposal Evaluation Assistance		\$ -	\$ -
	RFP Response Technical Guidance	\$ 11,912.00	\$ -
	RFP Solution Risk Guidance	\$ 6,229.00	\$ -
	Total	\$ 180,687.00	\$ 5,000.00
	Total + Expenses	\$ -	\$ 185,687.00

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.

Black and Veatch Corporation

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:**

Ignacio Cadena

2/22/2023

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](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: 9D412AE2A24B46269DE5456892E78357	Status: Completed
Subject: Please DocuSign: City Council Contract 7574-023 AMI Deployment Proof of Concept	
Source Envelope:	
Document Pages: 34	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Gabby Leeper	Location: DocuSign
2/14/2023 6:38:23 PM	Gabby.Leeper@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 2/14/2023 6:54:00 PM Viewed: 2/14/2023 6:54:15 PM Signed: 2/14/2023 7:01:47 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/14/2023 7:01:53 PM Viewed: 2/15/2023 1:26:52 PM Signed: 2/15/2023 1:27:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/15/2023 1:27:28 PM Viewed: 2/17/2023 11:16:58 AM Signed: 2/17/2023 11:21:38 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Ignacio Cadena Cadenal@bv.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 69.170.97.178 Signed using mobile	Sent: 2/17/2023 11:21:44 AM Viewed: 2/17/2023 11:26:46 AM Signed: 2/22/2023 9:14:06 AM
Electronic Record and Signature Disclosure: Accepted: 2/17/2023 11:26:46 AM ID: 291e0c78-bbab-4d4f-9e65-900afeb3963f		

Signer Events	Signature	Timestamp
---------------	-----------	-----------

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

Sent: 2/22/2023 9:14:13 AM
Viewed: 2/22/2023 9:14:56 AM
Signed: 2/22/2023 9:18:50 AM

Electronic Record and Signature Disclosure:
Accepted: 2/22/2023 9:14:56 AM
ID: 1344ecf7-e82c-49be-b7f2-29cbc2e9501b

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

Completed
Using IP Address: 198.49.140.104

Sent: 2/22/2023 9:18:55 AM
Viewed: 3/21/2023 3:28:39 PM
Signed: 3/21/2023 3:29:02 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

DocuSigned by:

5236DB296270423...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

Sent: 3/21/2023 3:29:05 PM
Viewed: 3/21/2023 3:30:58 PM
Signed: 3/21/2023 3:31:02 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

DocuSigned by:

1C5CA8C5E175493...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

Sent: 3/21/2023 3:31:05 PM
Viewed: 3/21/2023 3:44:34 PM
Signed: 3/21/2023 3:45:20 PM

Electronic Record and Signature Disclosure:
Accepted: 3/21/2023 3:44:34 PM
ID: 6ed125b4-e592-489d-acd0-a494f7654309

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

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

COPIED

Sent: 2/14/2023 7:01:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/22/2023 9:18:55 AM Viewed: 2/22/2023 10:19:07 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/21/2023 3:45:23 PM
Casey Bowels Casey.Bowels@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/21/2023 3:45:24 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2023 6:54:00 PM
Certified Delivered	Security Checked	3/21/2023 3:44:34 PM
Signing Complete	Security Checked	3/21/2023 3:45:20 PM
Completed	Security Checked	3/21/2023 3:45:24 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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.

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

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

ORDINANCE NO. 23-582

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION, FOR ADVANCED METERING INFRASTRUCTURE DEPLOYMENT PROGRAM MANAGEMENT – PROOF OF CONCEPT FOR THE WATER METERING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7574-023 – PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES AWARDED TO BLACK & VEATCH CORPORATION, IN THE NOT-TO-EXCEED AMOUNT OF \$185,687.00).

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 Black & Veatch Corporation, for Advanced Metering Infrastructure Deployment Program Management – Proof of Concept for the Water Metering 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 Jesse Davis and seconded by Chris Watts. This ordinance was passed and approved by the following vote [5 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jesse Davis, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VACANT, District 4:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chris Watts, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 21st day of March, 2023.

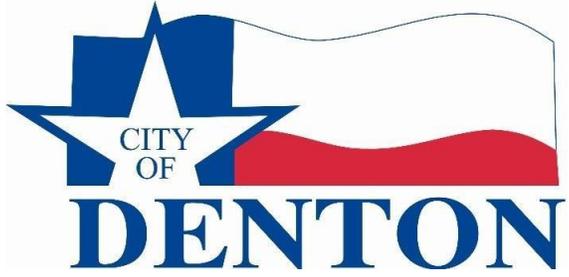


 GERARD HUDSPETH, MAYOR

ATTEST:
 ROSA RIOS, CITY SECRETARY
 BY: 



APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY
 BY: 
Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o, ou=City of Denton,
 email=marcella.lunn@cityofdenton.com, c=US
 Date: 2023.02.24 13:39:11 -06'00'



Docusign Transmittal Coversheet

File Name	7574-023 AMI Proof of Concept Deployment
Purchasing Contact	Gabby Leeper
Contract Expiration	N/A

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BLACK AND VEATCH CORPORATION
PSA 7574-023**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7574-023 (“Amendment”) by and between the City of Denton, Texas (“City”) and Black and Veatch Corporation (“Engineer”); to that certain contract executed on March 21, 2023, in the original not-to-exceed amount of \$185,687 (the “Agreement”); for services related to AMI Deployment Proof of Concept

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$35,916 with this Amendment for an aggregate not-to-exceed amount of \$221,603; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the AMI Deployment Proof of concept, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$35,916.
2. This Amendment modifies the Agreement amount to provide an additional \$35,916 for the additional services with a revised aggregate not to exceed total of \$221,603.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 7/29/2024.

“City”

“Engineer”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

Black and Veatch Corporation

By: DocuSigned by:
Gabby Leeper Buyer
AUTHORIZED SIGNOR, TITLE

By: DocuSigned by:
Ignacio Cadena Associate Vice President
AUTHORIZED SIGNOR, TITLE

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

DocuSigned by:
Stephen D. Gay Stephen D. Gay
SIGNATURE PRINTED NAME

Director Water Utilities
TITLE

Water Utilities
DEPARTMENT

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by:
Marcella Luna
4B070831B4AA438...

AMENDMENT NO. 1

Amendment to:
Contract # 7574023 for Consulting Services for Advanced Metering Infrastructure (AMI)

Amendment No. 001

Date of Issuance 6/14/2024 Effective Date 6/15/2024

This Amendment (Amendment) incorporates the terms and conditions of the contract number 7574023 executed on March 21, 2023, herein referenced as the (Contract) between City of Denton and Black and Veatch Corporation. Any terms used below which are defined in the Contract shall have their respective meanings set forth in the Contract. The parties agree that in the event of a conflict between the Contract and this Amendment, the terms and conditions in this Amendment shall prevail. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Contract is amended as follows:

Exhibit A – Statement of Work:

Section 1 – Scope of Services:

- Append this section with the following: The AMI Consulting Services includes vendor system requirement evaluation, development of proposal evaluation criteria, and finally, create an AMI RFP.

Section 2 – Compensation:

- Append this section with the following: The AMI Consulting Services includes an additional \$35,916.00 fee, lump sum.

Section 4 – Schedule:

- Append this section with the following: The AMI Consulting Services includes an additional 3 months of time (90 days) to perform the scope in this amendment.

In witness whereof, the representatives of each party hereto certifies via execution below that they are duly authorized to commit their organization to this Amendment in its entirety:

City of Denton, Texas

DocuSigned by:
Gabby Leeper
0C35AF55752440F...
By: _____
Name: Gabby Leeper
Title: Buyer
Date: 7/29/2024

Black and Veatch Corporation


By: _____
Name: Ignacio Cadena, P.E.
Title: Associate Vice-President
Date: 6/04/2024

Certificate Of Completion

Envelope Id: 4B10FC66090A48C29EA8B52431ED06AA	Status: Completed
Subject: ***Purchasing Approval***7574-023 AMI Deployment Proof of Concept	
Source Envelope:	
Document Pages: 5	Signatures: 5
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.10

Record Tracking

Status: Original	Holder: Gabby Leeper	Location: DocuSign
7/22/2024 2:55:27 PM	Gabby.Leeper@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Gabby Leeper	Completed	Sent: 7/22/2024 2:59:53 PM
gabby.leeper@cityofdenton.com		Viewed: 7/22/2024 3:01:17 PM
Buyer		Signed: 7/22/2024 3:01:51 PM
City of Denton	Using IP Address: 198.49.140.10	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell		Sent: 7/22/2024 3:01:52 PM
lori.hewell@cityofdenton.com		Viewed: 7/22/2024 3:48:18 PM
Purchasing Manager		Signed: 7/22/2024 3:48:29 PM
City of Denton		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 198.49.140.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn		Sent: 7/22/2024 3:48:31 PM
Marcella.Lunn@cityofdenton.com		Viewed: 7/24/2024 5:25:15 PM
Senior Deputy City Attorney		Signed: 7/24/2024 5:27:51 PM
City of Denton		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 198.49.140.10	

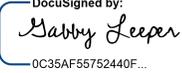
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ignacio Cadena		Sent: 7/24/2024 5:27:53 PM
Cadenal@bv.com		Viewed: 7/24/2024 5:41:59 PM
Security Level: Email, Account Authentication (None)		Signed: 7/24/2024 5:43:08 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 69.170.97.73	
	Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 7/24/2024 5:41:59 PM
ID: 7d5dec6c-64d8-41e6-b76d-54bedd9da3c3

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com Director Water Utilities Water Utilities Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Stephen D. Gay FEB48BB9728E4A9...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	Sent: 7/24/2024 5:43:10 PM Resent: 7/29/2024 2:00:49 PM Viewed: 7/29/2024 2:55:12 PM Signed: 7/29/2024 2:58:34 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/29/2024 2:55:12 PM
 ID: 2b13528d-4057-4ab1-b61b-913d15beebda

Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Gabby Leeper 0C35AF55752440F...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	Sent: 7/29/2024 2:58:36 PM Viewed: 7/29/2024 2:59:40 PM Signed: 7/29/2024 2:59:53 PM
--	---	--

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 7/29/2024 2:59:55 PM
--	---	----------------------------

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	7/22/2024 2:59:53 PM
Certified Delivered	Security Checked	7/29/2024 2:59:40 PM
Signing Complete	Security Checked	7/29/2024 2:59:53 PM
Completed	Security Checked	7/29/2024 2:59:55 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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.

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

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