

ORDINANCE NO. 22-2074

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL, ENGINEERING COMPANY INC., TO PROVIDE PROFESSIONAL SERVICES IN THE CAPACITY OF "OWNER'S ENGINEER" (OE) AND RFP DEVELOPMENT FOR AN ADVANCED DISTRIBUTION MANAGEMENT SYSTEM (ADMS) TO DME SYSTEMS OPERATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-005 – PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES AWARDED TO BURNS & MCDONNELL, ENGINEERING COMPANY INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,522,350.00).

WHEREAS, on December 14, 2021, the City Council approved a pre-qualified professional services list of professional engineering services for Denton Municipal Electric (Ordinance 21-2687), 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 Burns & McDonnell, Engineering Company Inc., to provide professional engineering services for the City of Denton, 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 Brian Beck and seconded by Jesse Davis. This ordinance was passed and approved by the following vote [7 - 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"/>
Alison Maguire, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 18th day of October, 2022.


GERARD HUDSPETH, MAYOR

ATTEST: Deputy
~~ROSA RIOS~~, CITY SECRETARY
JESUS SALAZAR

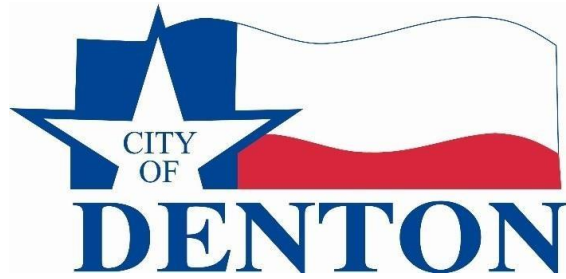
BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityof
denton.com, c=US
Date: 2022.10.03 13:03:52
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DocuSign City Council Transmittal Coversheet

PSA	7804-005
File Name	ADMS APPLICATION
Purchasing Contact	Christa Christian
City Council Target Date	OCTOBER 18, 2022
Piggy Back Option	No
Contract Expiration	N/A
Ordinance	22-2074

CITY OF DENTON, TEXAS
7804-005 OMS & ADMS SOLUTION SELECTION AND CONSULTING SERVICES
STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL
SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and **Burns & McDonnell, Engineering Company Inc.**, with its corporate office at 100 Energy Way, Suite 1700, Fort Worth TX 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: 7804-005 OMS & ADMS Solution Selection and Consulting Services (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 **\$1,522,350.00** in the manner and in accordance with the fee schedule as set forth in Attachment A. 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 C to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

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

SECTION 5

Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6

General Legal Provisions

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas

Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

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

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

Q. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908

of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Engineer submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: **Contract 7804-004** – 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

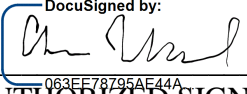
ATTACHMENT B - CONFLICT OF INTEREST

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
10/18/2022

**BURNS & MCDONNELL, ENGINEERING
COMPANY, INC.**

BY: 
063EE78795AF44A
AUTHORIZED SIGNATURE

Printed Name: Chris Underwood

Title: Vice President

816.822.4313

PHONE NUMBER

chris.underwood@1898andco.com

EMAIL ADDRESS

2022- Chris.Underwood@1898andco.com

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY:

DocuSigned by:

Sara Hensley

5236DB296270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

BY:

DocuSigned by:

Rosa Rios

1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:

DocuSigned by:

Marcella Lunn

4B070831B4AA438...

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

<div><div>DocuSigned by:</div><div>Antonio Puente</div><div>F3760944C2BF4B5...</div></div>	Antonio Puente
SIGNATURE	PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

ATTACHMENT A



Statement of Work

OMS & ADMS Solution Selection and Consulting Services

Submitted To: Denton Municipal Electric

Date: June 30th, 2022

Submitted by

Robb Montgomery

Director - 1898 & Co.

Phone Number: 1 (816) 708-6119

E-Mail: Robb.montgomery@1898andco.com

Submitted to

Denton Municipal Electric

Procurement Contact: Christa Christian

Phone Number

E-mail: christa.christian@cityofdenton.com

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Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

This Statement of Work, effective July 1st, 2022, (referred to as "SOW") is subject to and entered into pursuant to the terms and conditions under the current approved "Standard Agreement for Engineering Related Professional Services" between the City of Denton and Burns & McDonnell Engineering Company, Inc. executed on December 14th, 2021. Such terms and conditions are incorporated and made a part of this agreement. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail. All capitalized terms in this SOW shall have the meaning assigned herein or, if not defined in this SOW, the meaning assigned in the Agreement.

1 Project Name

Denton Municipal Electric (DME) OMS & ADMS Solution Selection and Consulting Services (the "Project")

2 Definitions

ADMS – Automated Distribution Management System

CAIDI – Customer average interruption daily index

GIS – Geographic Information System

OMS – Outage Management System

SAIDI – System average interruption duration index

SAIFI – System average interruption frequency index

3 Project Summary

Denton Municipal Electric's (DME) overall objective is to develop a statement of work that helps to select a system integrator to implement a new OMS and ADMS systems while potentially integrating with a variety of third-party systems.

Additionally, DME has requested 1898 & Co. to provide consulting services to work seamlessly with, and under the direction of DME to relieve DME of the day-to-day management responsibilities for the ADMS implementation project (the Project). The 1898 & Co. Senior Consultant will support the analysis, design, documentation, commissioning and other project implementation and technical activities as directed by DME. 1898 & Co. will utilize the DME Integrated Project Management Methodology where available and conform to DME's architectural and testing standards, and policies.

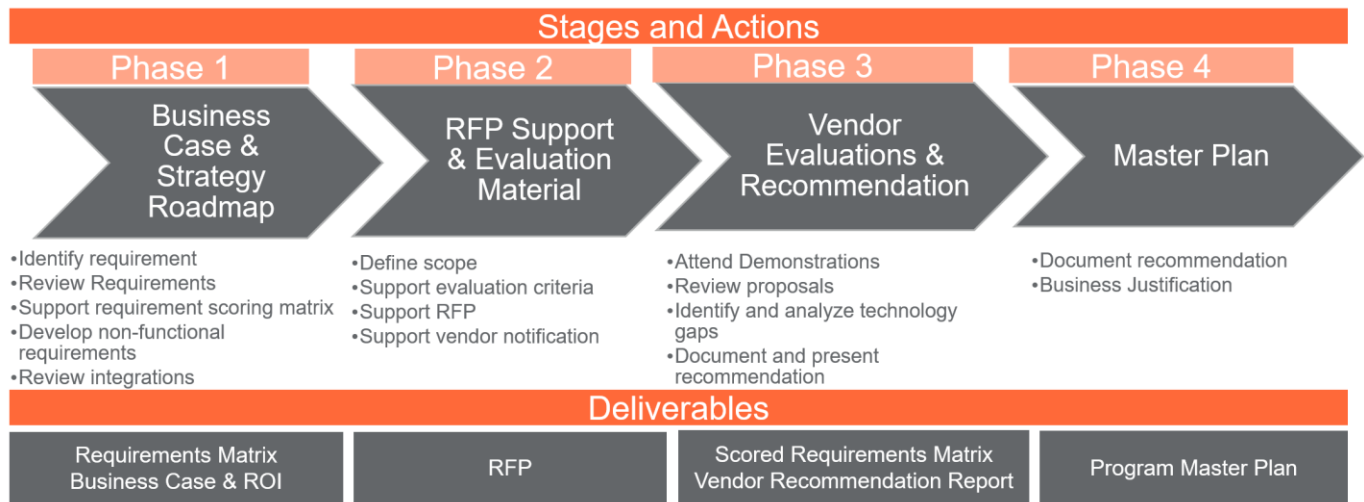
The statement of work should be thorough enough to provide potential system integrators the details needed to provide DME a detailed project approach along with accurate pricing and it should provide DME staff with a set of requirements and evaluation criteria that can be used to evaluate potential system integrators.

As outlined above, an ADMS provides benefits for both the utility and the customer. An ADMS with a good OMS at its core leads to faster restoration times through automation of the DMS, more efficient dispatching of crews during outages, and improved customer communications. Utilities with poor performance metrics (e.g., SAIDI, SAIFI, CAIDI), increasing distributed energy resources, and/or that have an OMS needing

replacement or significant upgrades will find themselves evaluating an ADMS. However, with the expansive options that can come with an ADMS, costs can skyrocket.

4 Project Phases

To support the efforts and provide information to help guide the software selection process and master plan creation, 1898 & Co. proposes to follow the methodology defined in the following four steps with specific deliverables for each step.



4.1 Phase 1 - Business Case and Strategy Roadmap

To kick off the Statement of Work development 1898 & Co. will hold a series of requirements gathering sessions with DME project stakeholders. Our team will initially hold a team kickoff session to set expectations, identify key resources, agree with project timeline and deliverable template. After the kickoff, our team will host requirements gathering and use case definition sessions with key parties such as: operators, field workers, management, engineering, call center, IT, and reporting; the goal of each session is to define the requirements and use cases needed for the first phase of an OMS system upgrade.

While the primary focus is on OMS, our team will include questions and topics that will help DME prepare for future technology options such as ADMS functionality, inclusion of customer DER, and FERC Order 2222. By understanding where DME sees their transformation going and where they are today, our team will be able to identify potential future integration concerns, platform updates, and requirements that can be included in the current RFP as well as start internal organizational change management discussions.

The requirements and use case refinement interviews may occur remotely via Microsoft teams or onsite and we anticipate meeting with up to 5 different stakeholder groups throughout the requirements refinement process. We will release sections of requirements after our refinement sessions for approval as we move from one team to the next. This parallel requirement approval allows for more focused review sessions and timely development. Following a review of the information gathered from stakeholders the 1898 & Co. team will compile the information into a requirements matrix to prepare for the development the Statement of Work.

1898 & Co. will build a Business Case model to evaluate financial viability of DME’s OMS/ADMS program. The model will evaluate program costs, avoided costs, operational savings, and direct and indirect benefits over an agreed yearly period. We will leverage prior DME work that identifies use cases for the OMS/ADMS systems and build upon prior analysis to develop a future state scenario that can be compared to a status

Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

quo scenario. Comparison annual costs and benefits of the future state scenario to the status quo scenario over an extended period will provide a basis for evaluating the overall strength of the business case and DME's return on investment (ROI).

The Business Case model will include the following characteristics:

- Initial capital deployment costs for OMS/ADMS infrastructure and supporting systems
- Costs and deployment plan for devices operating on the system
- Phased capital spending plan
- Staffing and operational costs
- Lifecycle infrastructure and device capital replacement costs
- Direct and indirect avoided capital costs
- Direct and indirect avoided O&M Costs
- Customer and environmental impact benefits

The Business Case model will factor in assumed cost escalation and inflation. We will summarize the year costs and year benefits over an agreed period, as well as presenting the result on a net present value (NPV) basis for the overall program and ROI. Additional measures such as the Total Resource Cost (TRC) ratio may be prepared upon request by DME.

Accompanying the model will be an executive summary slide deck that will summarize the methodology, assumptions, and results for the costs and benefits inputs.

Deliverables

Deliverable	Description
Kick-Off Deck	PowerPoint presentation to facilitate kick-off meeting for engagement in the project.
RFP/Strategy Roadmap Project Schedule	Project schedule that includes all program activities, vendors and workstreams in Microsoft Project and Excel.
Requirements and Use Case Matrix	Demonstrates the relationship between requirements and other artifacts to prove that requirements have been fulfilled
Business Case with ROI	Provides justification for undertaking a project and evaluate the benefit, cost and risk of alternative options as well as rationale for the preferred solution.

4.2 Phase 2 - RFP Creation Support and Evaluation Material

As part of the RFP development, 1898 & Co. will compile the information gathered during the requirements refinement interviews along with important industry standards. Information will be compiled and be incorporated into DME's request for proposal template.

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Support DME to assemble vendor response material to drive the assessment based on responses to the requirements regarding how the proposed system meets the listed requirement: Cannot Meet, Future Release, Out-of-the-Box, Configurations, and With Custom Programming. A numeric score is then calculated for each of the systems representing its overall capability to meet DME’s business requirements. This evaluation method considers the assigned priority of the requirement. It doesn’t adversely impact the score if the system cannot provide a low priority requirement.

Conversely, if a “Must Have” requirement requires extensive custom programming, it significantly affects the system score. The purpose of this method of evaluation is to select a viable solution with minimal customizations. Programming customizations to any system are expensive to develop and require considerable post-Go-Live maintenance.

As an outcome of this phase 1898 & Co. will support DME to publish the RFP to selected vendors and support the creation of proposals, vendor interviews, and attend demonstrations as needed.

As each requirements section is completed, our team will share with DME key stakeholders per section for approval. This expedites the review process so that we are 90% reviewed prior to inclusion of the technical requirements into the DME RFP format. A comprehensive draft will be shared with DME staff for review and feedback. We anticipate up-to two rounds of updates based on feedback from DME stakeholders prior to finalizing the content for incorporation into DME’s RFP format.

After the RFP is complete, 1898 & Co. will work with DME with a potential bidders list that DME can use to proactively send the RFP to for response.

Deliverables






Deliverable	Description
Draft RFP	Initial draft of the request for proposal document
Final RFP	Final version of the request for proposal document

4.3 Phase 3 - Vendor Evaluation & Recommendation

To support a thorough evaluation of responses, 1898 & Co. will assist DME as necessary for a vendor evaluation matrix. The evaluation matrix will provide a series of criteria based on the requirements gathering sessions and our industry expertise.

Evaluation criteria includes assessing the capability of each of the bidders in the context of the requirements documented in the Requirements Matrix, the vendor experience performing similar work, the availability (qualifications) and expertise of staff that will be supporting the project (personnel), information gathered from references, etc. The bidder evaluation matrix will help DME staff provide an objective review of the vendors and will help provide business justification for the system integrator selection recommendations.

In addition to the evaluation criteria, the use cases gathered in Phase 1 will be leveraged for vendor demo/presentations as needed. Following the comprehensive review, interviews with each vendor may be scheduled to understand their product road maps and support capabilities.

Software Features Evaluation		
	Cannot Meet	The product cannot meet the requirement “Out-of-the-Box”, “With Configuration”, “With Custom Programming” or with a “Future Release”.
	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.
	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding .
	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the LCRA’s specific business needs.
	With Custom Programming	The solution can meet the requirement only by modifying the product’s source code (changing or adding new code) to enable it to do what it was not originally able to do.

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This step's outcome will be a scored and ranked matrix of each vendor based on their commercial proposals and their ability to meet requirements.

1898 & Co. will use the compiled vendor evaluation scoring matrix to provide a recommendation for DME. The recommendation will be summarized in an executive presentation detailing the evaluation process, responses, and recommended system integrator.

Deliverables

Deliverable	Description
Vendor Evaluation Matrix	Assign numerical values to the RFP responses based on standards
Completed Bidder Evaluation Matrix	Identify strengths, weaknesses, and summary scoring details
Vendor Recommendation Report	Summary of vendors and recommendation on the best one to fit the needs and requirements identified

4.4 Phase 4 - Master Plan

DME is transforming their grid operations and are starting with an GIS upgrade from a geometric-connected model to using ESRI's Utility Network model and OMS replacement and/or upgrade. Quickly following will be an AMI and CIS system replacements. All these systems are entwined to provide DME critical information to manage the grid safely and reliably. After our initial requirements workshops, our team may engage key business stakeholders for validation of assumptions, updated timelines, and open discussions on desired future functionality.

Activities

- Define programs needed to implement the future state OMS. Program definitions include scope, level of effort, timeline, dependencies, and a high-level business value assessment
- Prioritize programs using a heatmap comparing effort against business value
- Develop a roadmap based on program priorities and dependencies
- Develop an executive summary of the roadmap to be presented to stakeholder groups

Deliverables

Deliverable	Description
Program Master Plan	PowerPoint strategic view of initiatives across the organization that illustrates long-term and short-term plans.

4.5 Phase 5 - Implementation Project Manager Services

1898 & Co. will provide the Services with a resource knowledgeable of the following key areas:

- OMS/ADMS functional and IT systems knowledge in the Electric Utility domain
- Project leadership experience in similar efforts including but not limited to managing a full end to end delivery of a similar solution, vendor management, budget tracking, schedule management & overall project coordination.

Role will be responsible for the following:

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- Support coordinating delivery of work across all of phase of the project and vendors to ensure timeliness and quality are met, as well as adherence to scope and cost.
- Consult with DME Project Manager in managing internal and external resources, 3rd party consultants contracted to deliver solutions.
- Assist with coordinating project delivery lifecycle activities supporting DME program/project managers and 3rd parties focusing on scope, schedule and budget.
- Set up weekly meetings, identifying and mitigating risks and issues, and leading the team to accomplish all deliverables on time, on scope and on budget.
- Provide a weekly status report of accomplishments and upcoming tasks.
- Provide technical guidance to appropriate team members
- Provide inputs to DME's Project Manager in developing the integrated Project schedule (activities related to technical, solution implementation etc.)
- Coordinate with other DME's internal technical leads to ensure that cross-project technical and solution dependencies and impacts are identified and managed appropriately
- Perform and support DME's internal project related tasks as required by the Project

Deliverables

Deliverable	Description
Project Schedule	Project schedule that includes all program activities, vendors and workstreams in Microsoft Project and Excel

5 Project Governance

Governance processes will facilitate proper stakeholder evaluation of key decisions throughout the Project. Expected governance will be directed by working under the DME PMO governance structure and consist of Steering Committee, Program Committee and Operational Committee. Each committee will meet at regular cadence to discuss the program and validate success for both DME and 1898 & Co.

The framework for decision-making will drive timeliness and resolution of issues at the appropriate levels. The Steering Committee will be engaged to confirm decisions and resolve escalated issues. Also, the framework will keep stakeholders apprised of decisions and impacts to confirm and get feedback. Responsibilities include the following:

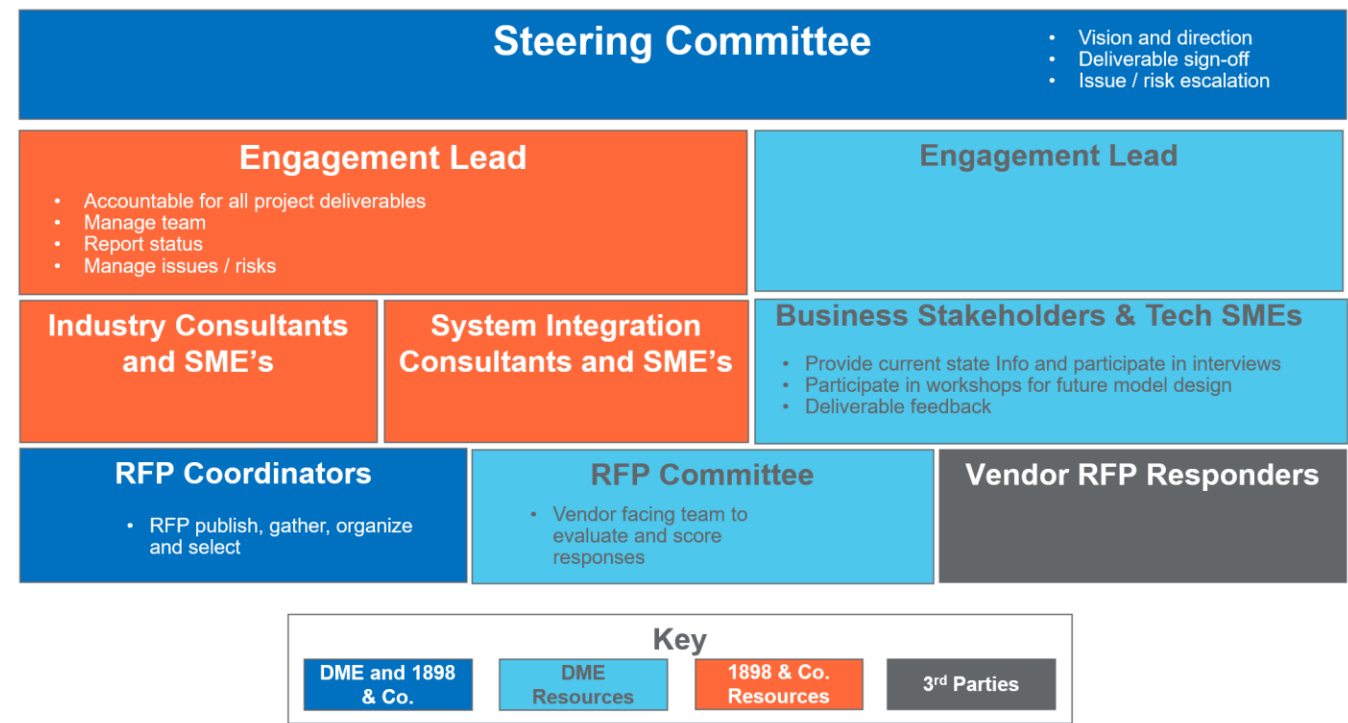
Steering Committee and Executive Sponsors

- Review and approve escalated decisions / issues
- Provide strategic direction and oversight
- Confirm requirements and business decisions
- Approve funding and change requests
- Engage with Cross Project Leadership / Business Owners to recommend and understand the impacts of key decisions
- Identify, review and sign off on requirements
- Make business decisions on policies, designs, and issues
- Keep respective executives apprised of key decisions, issues and risks

Operational Committee

- Participate and drive processes
- Collaborate and drive integration with other functional teams
- Participate in validation, testing, and training activities

5.1 Roles, responsibilities, Org Chart



6 Assumptions

The following assumptions have been used to develop this proposal. Should any of these assumptions prove incorrect or there is any material deviation from the project assumptions, a change order may be required. In said case, changes to the project schedule, fees and expenses, deliverables, and/or level of effort required to perform the services covered by this proposal and will be expressed to DME in writing prior to execution.

- Anything not identified as specifically in scope is excluded from the scope.
- Any additional scope outside of this proposal and corresponding SOW will require a mutually agreed-upon change order.
- The time and materials fees are based on the following core assumptions:
 - The overall project duration is approximately seventeen (17) consecutive weeks for (section 4.1, 4.2, 4.3 & 4.4); 104 weeks for section 4.5
 - Travel is anticipated to support sections 4.1, 4.2, 4.3 & 4.4
 - 1898 & Co. will work with DME to confirm specific travel plans
 - DME will reimburse 1898 & Co. for actual travel expenses as incurred (Estimated at 7% of fees)
 - 1898 & Co. resources will follow travel and expense policies and procedures as defined in the current Master Services Agreement between Burns & McDonnell and DME

Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

- Each party will maintain open communication with the other party at all levels and proactively resolve issues by escalating unresolved issues to successively higher levels of DME and our management
- DME will commit resources and management involvement as described in this proposal as required by the work effort to promptly support the delivery of the services and perform the agreed-upon acceptance procedures. 1898 & Co. shall not incur any penalties due to delays caused by DME in the event of any delays or failure to provide resources by DME that prevent us from our ability to meet DME's established end date, we 1898 & Co. shall not incur any penalties as a result of the delay
- DME is responsible for the contractual relationship with its third-party vendor(s) and facilitates their cooperation with our efforts. 1898 & Co. will not be responsible for the performance of other contractors or vendors engaged by DME
- DME shall provide appropriate access and log-in privileges to all applicable System environments including production and ticketing tool for the purposes of the Services. All required application support software, support licenses and tools will be provided by DME. Any product support will be provided by the relevant product vendor(s), and DME will purchase the necessary product support from these vendors. For the newly onboarded resources, all accesses will be provided within five (5) working days
- 1898 & Co. shall submit the Deliverables to a defined recipient for review and approval per DME and 1898 & Co.'s agreed to process
 - Deliverables submitted to DME for approval will be deemed accepted if, within five business days after delivery, DME has not provided to 1898 & Co. written notice explicitly identifying how the Deliverables fail to comply with their applicable specifications materially
 - If DME responds within five business days, the Parties will mutually agree on a timeline for the identified Deliverable(s) to be revised and submitted to DME (the "Revised Deliverable"). Upon 1898 & Co.'s submission of the Revised Deliverable, DME's five business day review period identified above will re-commence
- DME will be responsible for its operation, and use of deliverables provided by 1898 & Co. and ensuring that the deliverables meet DME's requirements through the signoff and deliverable acceptance procedures note above
- Current state documentation will be provided (to the extent that it exists) prior to the start of 4.1
- Interviews needed to support current state information gathering and validation will be scheduled prior to the start of 4.1
- Future state model workshop(s) will include appropriate stakeholders on the business and technology side as identified by DME
- The future state model workshop(s) will be scheduled prior to the start of 4.1
- 1898 & Co. and DME will work together to prioritize programs to be included in the roadmap to validate the order and dependencies of the programs
- The DME assigned Program Owner for this effort and 1898 & Co. will co-present the future state model and roadmap to the stakeholder audience to gain buy-in and support for moving forward with roadmap implementation
- Additional services not included in this response are open for discussion:
 - Organizational Change Management & Training
 - Testing Support Services
 - System Integration
 - Data Assessment, Conversion & Cleansing
 - Analytics & Reporting
 - Application Rationalization

Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

6.1 Prerequisites and DME Obligations

In addition to any other responsibilities prerequisites, or assumptions described in this SOW, set forth below is a list of the obligations for which DME will be responsible, conditions on 1898 & Co. performance, and assumptions upon which 1898 & Co. relies in agreeing to perform the Services described in this SOW on the terms set out herein (collectively “DME’s Obligations”). If any of DME’s Obligations are not performed or prove to be incorrect, it may cause changes to the fees, and expenses, level of effort required, or otherwise impact on 1898 & Co.’s performance of the Services described in this SOW, and 1898 & Co. shall have no liability for delays in performing Services to the extent such delays were caused solely and directly by DME failure to correctly perform its obligations. Both parties will mutually agree and execute a change order in the event that 1898 & Co. needs additional time to provide the Services, as the case may be. 1898 & Co. to document in the change order any dollars, schedule, or scope change.

- DME shall set overall direction for the Project, make choices on direction, options and priorities, and take ownership for the outcomes
- Any Confidential Information disclosed to third parties contracted by DME shall be subject to the confidentiality obligations of the Agreement
- DME shall be responsible for the performance of other contractors or vendors engaged by DME in connection with the Project and ensure that they cooperate with 1898 & Co.
- DME will provide 1898 & Co. access to other third-party service provider resources and any other resources required to provide adequate knowledge transition to the 1898 & Co. team
- DME shall be responsible for obtaining, at no cost to 1898 & Co, consents for 1898 & Co.’s use of any third-party products, including, but not limited to software (including purchase of any licenses), necessary for 1898 & Co. to perform its obligations under this SOW
 - For example, DME requires 1898 & Co. to manage all work via VPN to their environment using a virtual machine. DME would be responsible for setup of the virtual machine, VPN and any software needed on the VPN that would be relevant to a DME standard image.
- DME will provide 1898 & Co. access to detailed design documentation such as architecture designs, schema design, source code, and coding standards, if any exist as needed to fulfill the Services
- DME will provide access to test accounts and test data from its information system and other sources to adequately test the solution
- DME will provide timely access to stakeholders and decision-makers and decisions will be made promptly and without delay
- Identified DME executive sponsors shall be responsible for resolving all escalated decisions regarding scope, duration, resources, and finances
- DME acknowledges and agrees that 1898 & Co. is not providing any tax, legal, accounting or regulatory services or advice while providing the Services
- DME will commit the necessary resources and management involvement to support the Project, and will give access to 1898 & Co. to tools and data required for the Project
- Any change in technology/ skill mix will need to be mutually agreed upon
- DME shall provide appropriate access and log-in privileges to all applicable System environments including production and ticketing tool for the purposes of the Services. All required application support software, support licenses and tools will be provided by the DME. Any product support will be provided

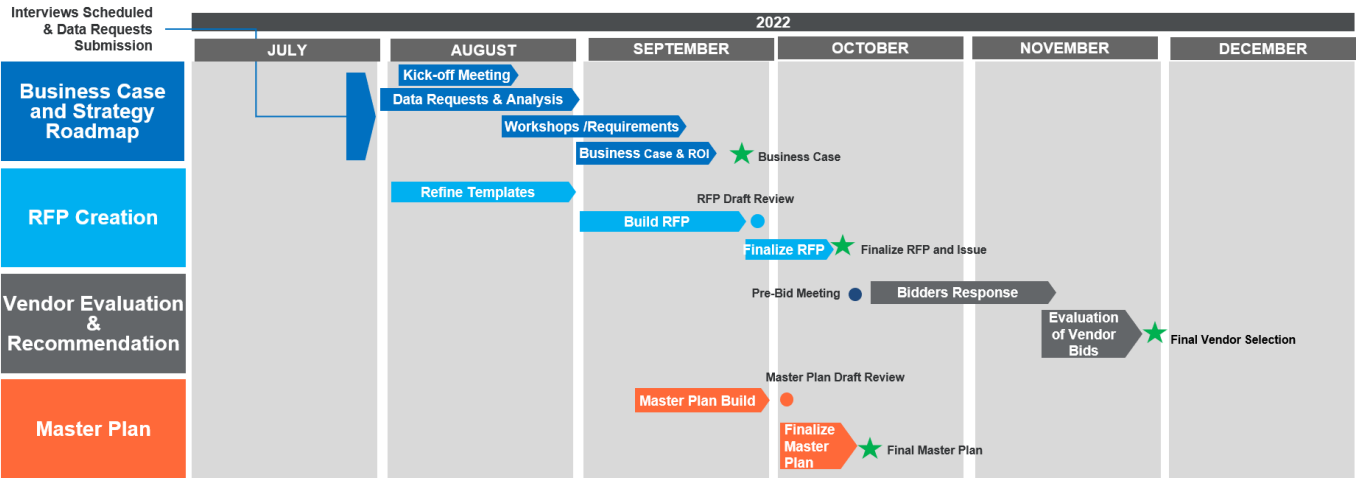
Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

by the relevant product vendor(s), and DME will purchase the necessary product support from these vendors. For the newly onboarded resources, all accesses will be provided within five (5) working days

- DME shall be responsible for its operation for determining whether to use or refrain from using any recommendation that may be made by 1898 & Co. DME will be solely responsible for determining whether any Services provided by 1898 & Co. (i) meet DME requirements; (ii) comply with all laws and regulations applicable to DME, and (iii) comply with DME’s applicable internal guidelines and any other agreements it has with third parties

7 Schedule

OMS & ADMS Selection & Master Plan



Implementation Project Consultant



8 Change Management Process

1898 & Co. shall inform DME of any pending or possible changes in the use or status of all 1898 & Co. Project personnel.

Any changes to 1898 & Co. staff, including work assignments and participation level, shall be subject to DME approval.

DME shall have the right to have any 1898 & Co. staff replaced or removed from the Project for cause.

“Change Request” means a written instrument by which either Party may request a change or modification to the Work which shall detail the cost of the change and impact of the change on the total cost of the Work, the impact of the change on the SOW and the technical description or specification of the requested change.

Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

Change Procedure. Either Party may request changes to the scope of the Work at any time. When a change could affect the cost, delivery schedule or other terms of the Contract, both DME and Consultant must approve the change before the change is implemented, by executing a Change Request. If either Party wishes to make a change, it shall notify the other Party of the requested change in writing, including sufficient details to enable the other Party to evaluate the change. Within a reasonable period of time, Consultant shall deliver a Change Request to DME. Upon acceptance and execution of the Change Request (now "Change Order" or "Amendment") by DME, the Change Request shall be incorporated into the Work. Both Parties shall continue to proceed in accordance with the agreed upon terms and conditions then in effect while Change Requests are being reviewed and approved.

9 Escalation Process

Significant issues related to resource skills, availability, and quality, which cannot be resolved by the core team, will follow a specific escalation path. The process will be as follows:

Representatives at each stage should make good faith efforts to resolve any issue, that is within their authority, within 10 business days

As soon as it is determined that a representative does not have the authority to resolve an issue, or, there is an impasse at that stage, it should be immediately escalated within that representative's organization.

The escalation of the issue should include a summary of unresolved issues together with the recommendation of each of the DME and 1898 & Co. designed points of contact. When escalating an issue, both the 1898 & Co. and DME representatives listed in the respective stages below, should be included in the correspondence.

DME requires that unresolved issues be discussed at the next stage within 5 days of being escalated. To that end, within 24 hours of an issue being escalated, a conference call will be set up between the representatives at the next stage.

Ultimately, DME has full authority to arbitrate any Project related decision. However, DME will be responsible to pay for any additional fees and costs related to the decision.

Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

10 Pricing

1898 & Co. will perform its Services on a time and materials basis. Based on the terms set forth in the SOW, 1898 & Co's fees for its services will be \$1,522,350 plus expenses not to exceed 8%, of 1898 & Co fees will include, but not necessarily limited to, travel and lodging expenses, and all taxes, as applicable, and will be billed as incurred.

We will perform the work in accordance with the attached Schedule of Professional Services Billing Rates.

Travel is anticipated to support OMS & AMDS Selection and Master Plan phases 1-4 and Implementation Project Manager role phase 5 as required. We will work with DME to confirm travel plans. DME will reimburse 1898 & Co. for actual travel expenses as incurred. 1898 & Co. resources will follow travel and expense policies and procedures as defined in the current Master Services Agreement between Burns & McDonnell and DME as referenced above.

Details	Duration	Price Estimate
Phase 1: Business Case & Strategy Roadmap	8 Weeks	\$309,156
Phase 2: RFP Support and Evaluation Material	4 Weeks	\$54,384
Phase 3: Vendor Evaluations & Recommendation	2 Weeks	\$44,184
Phase 4: Master Plan	3 Weeks	\$80,004
Phase 5: Implementation - Project Manager Role	104 Weeks	\$921,856
Total Fees		\$1,409,584
Total Expenses (8% of Fees)		\$112,766
Total Cost		\$1,522,350

Estimated Fee Breakdown by Calendar Year:

Details	2022	2023	2024
OMS & ADMS – Strategy, RFP, Evaluations & Roadmap	\$487,728		
Implementation - Project	\$115,232	\$460,928	\$345,696
Total Fees	\$602,960	\$460,928	\$345,696

Professional services hours will be charged using the following rate classifications:

Scope	Role	Hourly Rate	Estimated Hours	Estimated Project Fees
Selection & Master Plan	OMS/ADMS Principle	\$380	48	\$18,238
Selection & Master Plan	Engagement Lead	\$304	120	\$36,480
Selection & Master Plan	OMS/ADMS Advisor	\$277	380	\$105,260
Selection & Master Plan	Solution Architect	\$277	380	\$105,260
Selection & Master Plan	Financial Consultant	\$277	100	\$27,700
Selection & Master Plan	Systems Consultant	\$255	450	\$114,750
Selection & Master Plan	Financial Analyst	\$174	160	\$27,840
Selection & Master Plan	OMS/ADMS Analyst	\$174	300	\$52,200
Implementation	Project Manager	\$277	3328	\$921,856

1898 & Co. Schedule of Professional Services Billing Rates

<u>Classification</u>	<u>Hourly Billing Rate</u>
Project Support ²	\$120.00
Analyst	\$174.00
Lead Analyst	\$207.00
Consultant	\$255.00
Manager ³ /Senior Consultant	\$277.00
Director/Senior Manager ³	\$304.00
Managing Director	\$362.00
Principal Consultant	\$380.00

NOTES:

1. Position classifications listed above refer to the firm's internal title system or project role.
2. Project Support includes Technical Writer, Research Assistant, or similar roles defined for scope of work.
3. Manager includes Project Manager, Section Manager, Product Manager, Research Manager and any other manager title.
4. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
5. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month.
7. Invoices are due upon receipt. A late payment charge of 1.5% per month may be added to all amounts not paid within 30 days of the invoice date.
8. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
9. The rates shown above are effective for services through December 31, 2022 and are subject to revision thereafter.

Denton Municipal Electric / OMS & ADMS Solution Selection and Consulting Services SOW

DME Representative

Name / Title: Christa Christian, Procurement

Email: christa.christian@cityofdenton.com

Responsibility: DME representative

1898 & Co. Representative

Name / Title: Chris Underwood

Email: chris.underwood@1898andco.com

Phone: 1 (816) 822-4313

Responsibility: VP – 1898 & Co

IN WITNESS WHEREOF, the Parties have executed this SOW through their duly authorized representatives effective as of the Effective Date first set forth above.

Denton Municipal Electric

By: _____

Name: _____

Title: _____

Date: _____

Burns & McDonnell Engineering Inc
d/b/a 1898 & Co. Engineering Co, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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.

BURNS AND MCDONNELL ENGINEERING
COMPANY, INC

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

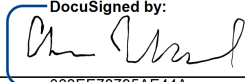
No

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

4 ☒ I have no Conflict of Interest to disclose.

5

DocuSigned by:



9/27/2022

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](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: CC4B99483D2D44A7A09215FC722BB4BA

Status: Completed

Subject: Please DocuSign: City Council Contract 7804-005 ADMS APPLICATION

Source Envelope:

Document Pages: 39

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

9/2/2022 11:49:33 AM

Christa.Christian@cityofdenton.com

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

Christa Christian

Completed

Sent: 9/2/2022 12:27:23 PM

christa.christian@cityofdenton.com

Viewed: 9/2/2022 12:27:52 PM

Senior Buyer

Signed: 9/2/2022 12:28:23 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell



Sent: 9/2/2022 12:28:26 PM

lori.hewell@cityofdenton.com

Viewed: 9/2/2022 2:03:47 PM

Purchasing Manager

Signed: 9/2/2022 2:04:21 PM

City of Denton

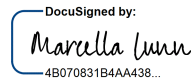
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Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 9/2/2022 2:04:25 PM

marcella.lunn@cityofdenton.com

Viewed: 9/7/2022 9:27:16 AM

Deputy City Attorney

Signed: 9/7/2022 9:29:00 AM

City of Denton

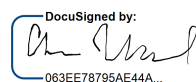
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Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Underwood



Sent: 9/27/2022 11:57:22 AM

chris.underwood@1898andco.com

Viewed: 9/27/2022 11:59:26 AM

Vice President

Signed: 9/27/2022 12:03:11 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address: 174.198.139.50

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/27/2022 11:59:26 AM

ID: a84c50ee-9a90-45eb-8d31-8001bab05db1

Signer Events	Signature	Timestamp
<p>Antonio Puente</p> <p>Antonio.Puente@cityofdenton.com</p> <p>DME General Manager</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/27/2022 12:23:34 PM ID: 2060bca8-a1de-44dd-83cd-7f3564792c64</p>	<p>DocuSigned by: <i>Antonio Puente</i> E3760944C2BF4B5...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.197.68.74 Signed using mobile</p>	<p>Sent: 9/27/2022 12:03:17 PM Viewed: 9/27/2022 12:23:34 PM Signed: 9/27/2022 12:24:21 PM</p>
<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 9/27/2022 12:24:26 PM Viewed: 10/19/2022 2:21:02 PM Signed: 10/19/2022 2:21:29 PM</p>
<p>Sara Hensley</p> <p>sara.hensley@cityofdenton.com</p> <p>City Manager</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by: <i>Sara Hensley</i> 5236DB296270423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/19/2022 2:21:37 PM Viewed: 10/19/2022 2:22:01 PM Signed: 10/19/2022 2:22:07 PM</p>
<p>Rosa Rios</p> <p>rosa.rios@cityofdenton.com</p> <p>City Secretary</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/19/2022 3:06:17 PM ID: 5051d4c3-6c26-41c0-964c-05236deba7fe</p>	<p>DocuSigned by: <i>Rosa Rios</i> 1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 172.58.176.237 Signed using mobile</p>	<p>Sent: 10/19/2022 2:22:13 PM Viewed: 10/19/2022 3:06:17 PM Signed: 10/19/2022 3:09:16 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 9/2/2022 12:28:27 PM</p>

Carbon Copy Events	Status	Timestamp
Robb Montgomery robb.montgomery@1898andco.com Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/7/2022 9:49:52 AM ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c	COPIED	Sent: 9/27/2022 11:57:26 AM Viewed: 9/27/2022 12:00:49 PM
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: 9/27/2022 12:24:26 PM Viewed: 9/27/2022 12:35:05 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/19/2022 3:09:24 PM Viewed: 10/19/2022 4:24:01 PM
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/23/2022 7:39:09 AM ID: 7dbc27d8-971e-4f03-acb6-c953f8c9457a	COPIED	Sent: 10/19/2022 3:09:27 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/19/2022 3:09:16 PM
Completed	Security Checked	10/19/2022 3:09:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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