ORDINANCE NO. 22-2475

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, FOR THE CONFIGURATION AND IMPLEMENTATION OF ARC FM DESIGNER XI (DXI) FOR DENTON MUNICIPAL ELECTRIC (DME); PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7817 - AWARDED TO SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $683,277.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for configuration and implementation of Arc FM Designer XI (DXI) for Denton Municipal Electric (DME); and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
7817	Schneider Electric Smart Grid Solutions, LLC	$683,277.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. 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 ___Brandon Chase McGee___. This ordinance was passed and approved by the following vote [6 - 0]:

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

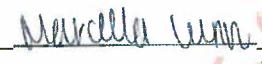PASSED AND APPROVED this the 13th day of December, 2022.
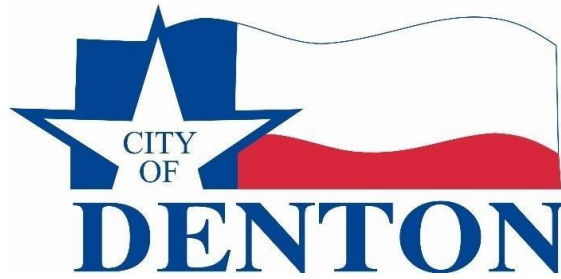
_____
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____
Digitally signed by Marcella
Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityo
fdenton.com, c=US
Date: 2022.12.06 19:52:17
-06'00'

Docusign City Council Transmittal Coversheet

RFP	7817
File Name	Workflow Design System - Designer
Purchasing Contact	Christa Christian
City Council Target Date	DECEMBER 13, 2022
Piggy Back Option	No
Contract Expiration	DECEMBER 13, 2027
Ordinance	22-2475

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND SCHNEIDER ELECTRIC SMART GRID
SOLUTIONS, LLC (CONTRACT 7817)

THIS CONTRACT is made and entered into this date 12/13/2022 _____, by and between a Delaware Limited Liability Company, **SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC**, whose address is 2620 E. Prospect Rd., Suite 130, Fort Collins, CO 80526 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the mutually agreed upon Statement of Work. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a)   Special Terms and Conditions **(Exhibit "A");**
(b)   City of Denton Standard Terms and Conditions **(Exhibit "B");**
(c)   Insurance Requirements **(Exhibit "C");**
(d)   Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e)   Contractor's Scope of Work **(Exhibit "E");**
(f)   Contractor's Milestone Acceptance Form **(Exhibit "F");**
(g)   Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G");**

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

Prohibition on Contracts with Companies Boycotting Israel
Contractor 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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (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.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is

Contract # 7817

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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (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.

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

Contractor 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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (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.

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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, 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.

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 Contractor 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.

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.

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IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC

BY: _Drew Ditter_
04CEFA4EC4AD4C6...

AUTHORIZED SIGNATURE

Printed Name: Drew Ditter

Title: Global Operations Director

9702231888
_____
PHONE NUMBER

drew.ditter@se.com
_____
EMAIL ADDRESS

____2022-_____957088_____
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _Sara Hensley_
5236DB290270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _Rosa Rios_
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _Marcella Lunn_
4B070831B4AA438...

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

Antonio Puente, Jr.   Antonio Puente, Jr.
E3760944C2BF4D5...
SIGNATURE   PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Contract # 7817

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $683,277 for configuration and implementation of Arc FM Designer XI (DXI). Pricing shall be per Exhibit E attached.

2. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. The City and Supplier shall have the option to renew this contract for an additional (4) one-year periods, in a total of five (5) years. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Reserved.

5. Reserved.

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Exhibit B
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Scope of Work in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. Reserved.

4. Reserved.

5. Reserved.

6. Reserved.

7. Reserved.

8. Reserved.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor agrees not to seek any liability or claim for damages from City of any kind or nature if the actual site or service conditions differ from expected conditions.

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The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE**
A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .
    i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
    ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all third-party claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information

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in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. For Time and Materials work, invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon execution of contract. The price excludes all present or future sales taxes, excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon Services provided by the Contractor. The City shall be responsible for all such taxes and duties resulting from this Agreement. The Contractor is required to impose taxes on orders and shall invoice the City for such taxes and/or fees according to state and local statute, unless the City furnishes the Contractor at the time of execution of the contract with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. The City shall be obligated to only pay undisputed amounts.

D. Reserved.

E. Reserved.

F. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

H. Fixed Fee for Tasks; Milestone Payments: The City shall pay Contractor the fixed fee for each task performed as outlined in the applicable Task Order/SOW. If changes in the schedule are made by consent of both Parties that affect the completion of tasks or change the order of the tasks that affect milestone acceptance, Contractor has the right to invoice based on a partial milestone completion percentage. In the event any work task is not 100 percent complete, and for which

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Contractor is requesting payment,   Contractor will submit sufficient documentation to assure the City that Contractor has satisfactorily performed such tasks. This preliminary acceptance for payment in no way abrogates Contractor's responsibility to correct any errors in compensated work tasks. The maximum amount that Contractor may be paid for each task, unless otherwise provided by written authorization from The City, shall be as specified in the Task Order/SOW.

Each Milestone payment amount includes the labor plus any out-of-pocket expenses. The Contractor will submit an invoice and Milestone Acceptance Form (Exhibit F) attached hereto and made a part hereof), identifying the Milestone delivered, and the expected amount associated with each Milestone. The City will have 30 days to approve or reject the Milestone Acceptance form, the signature of which constitutes acceptance of the deliverables within the Milestone. Failure on the part of the City to reject the Milestone within 30 days will constitute acceptance.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, for Time and Materials work, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:
        i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: Reserved.

17. **RIGHT TO AUDIT**:
A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The
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cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. Reserved.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

> i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
>
> ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting by Subcontractor, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
>
> iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
>
> iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
>
> v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. Reserved.

19. **WARRANTY-PRICE**:

A. Reserved.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. Reserved.

20. Reserved.

21. Reserved.

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22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. Reserved.

B. Unless otherwise specified in the Contract, the warranty period shall be at least (90) days from the Acceptance Date (the "Warranty Period'). If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section, although notice must be given within the Warranty Period.

C. Reserved.

D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SPECIFIC TASK ORDER, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, OR WARRANTIES OF TITLE AND AGAINST INFRINGEMENT.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CONTRACTOR, OR ITS VENDORS. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CITY'S NEEDS OR EXPECTATIONS. CITY IS RESPONSIBLE FOR THE QUALITY OF DATA AND VERIFYING THE ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

23. **ACCEPTANCE**:

a. Deliverable Review. All deliverables as defined in each SOW ("Deliverable(s)") shall be submitted to the City for review and categorization as detailed in Article 23(c) below. The City shall have fourteen (14) days to categorize the Deliverables and Contractor shall be notified in writing of any delays in the review period. Should the City fail to notify Contractor in writing within fourteen (14) days, the Deliverables shall be deemed accepted.

b. Compliance. All reviews will be performed on the basis of work correctness and compliance with the Agreement. The City reserves the right to return for correction within the review period any Deliverables that are in error or have not been prepared within the specifications set forth in the applicable SOW.

c. Classification of Deliverables. After review, Deliverables shall be classified as follows:

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(i) DELIVERABLE ACCEPTED, shall be defined as a Deliverable conforming to the SOW or meeting the specifications, with no more than minor and/or isolated exceptions or nonconformities. In such case the City will take responsibility for any necessary corrections.

(ii) DELIVERABLE ACCEPTED WITH REWORK, shall be defined as a Deliverable essentially conforming to its specification, but having a significant number of isolated exceptions, and is accepted pending re-editing and correction by Contractor. Contractor shall re-edit the work for the indicated errors and resubmit within 30 days. The City will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the Deliverable(s) as either ACCEPTED or REJECTED.

(iii) DELIVERABLE REJECTED, shall be defined as a Deliverable failing to conform to the SOW or to meet specification in ways that indicate that major improvements in procedure are needed to avoid recurrence. Contractor shall rework the Deliverable and resubmit to the City within 30 days, at which time the City will rerun its acceptance check and reclassify the work.

d. City Delays. The City must exercise due diligence and shall ensure that factors beyond the control of Contractor, such as City delays and failure to fulfill City responsibilities, will not interfere with Contractor's ability to complete the Services. The City shall notify Contractor of any such factors that may cause delays in the completion of tasks or changes to the SOW, and both Parties will mutually determine required modifications to this Agreement.

e. Final Acceptance and Certification. At the conclusion of project acceptance, Contractor will request that the City sign a final acceptance certificate and City shall have fourteen (14) days to sign off on the final acceptance certificate. Should the City fail to notify Contractor of their acceptance in writing within fourteen (14) days of receiving the final acceptance certificate, all of the Deliverables shall be deemed accepted. In addition, should the City use any of the Deliverables in a Production Environment prior to receipt of an acceptance certificate, such use shall constitute deemed acceptance on part of the City. A "Production Environment" is defined as a computer system consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee's system of record database system for live business operations.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the

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City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** The Parties shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the other party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the terminating party's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the terminating party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the terminating party as a result of the other party's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. In such case, Contractor shall be paid on a pro rata basis for work completed under this Agreement through the effective date of suspension or delay, including any associated wind-down expenses incurred by Contractor, and all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified. Suspension or delay of work will not terminate this agreement. All other terms and conditions of this Agreement shall remain in force until such time as work is resumed or

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terminated as provided in this Article, such period of time not to extend beyond ninety (90) days from the issuance of the suspension without the mutual consent of both Parties.
B. Reserved

31. IP **INDEMNITY**:

A. **IP INDEMNIFICATION**Contractor will indemnify, at its expense, any action or proceeding brought against City by a third Party to the extent that it is based on a claim that any part of the Deliverables provided, or their use under this Agreement, infringes any copyrights, trademarks, patents or other intellectual property right in Canada or United States ("Claim"). City shall promptly notify Contractor in writing of any infringement action or proceeding that has been brought or threatened of which it is aware. Contractor will settle or defend the action and pay the costs and damages awarded in any action or proceeding, provided that Contractor has control of the defense of any action and all negotiations for settlement or compromise in connection therewith. In the event that a final injunction is obtained against City's use of any part of the Deliverables by reason of infringement of a foregoing proprietary right, or if in Contractor's opinion the Deliverables is likely to become the subject of a claim for such infringement, Contractor shall at its option and expense, either:

(i) procure for City the right to continue using such portion of the Deliverables; or

(ii) replace such portion of the Deliverables with a non-infringing and non-misappropriating functional equivalent satisfactory to City or

(iii) modify such portion of the Deliverables in a way satisfactory to City so that it becomes non-infringing and non-misappropriating.

Contractor will have no indemnification obligations under this section with regard to any Claim that is based upon (a) a modification of the Deliverables made by City (other than at Contractor's written direction); (b) use of the Deliverables in combination with products, data or business methods not provided by Contractor, if the infringement or misappropriation would not have occurred without the combined use; (c) use of any release of the Deliverables if, as of the date of a Claim or threatened Claim, the infringement or misappropriation would not have occurred through use of a more recent release of the Deliverables; (d) any use of the Deliverables by City other than for City's internal use; (e) use by City after notice by Contractor to discontinue use of all or a portion of the Deliverables.

B. General Indemnity. Subject to the laws of the State of Texas and without waiving any applicable immunity, each Party (the "Indemnifying Party") agrees to indemnify the other Party (the "Indemnified Party"), its officers, directors and employees from and against any and all third Party claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities to the extent resulting from the Indemnifying Party's gross negligence or willful misconduct arising from or related to the performance of the work pursuant to this Agreement. It is the intent of this Agreement that each Party to this contract shall bear the risk of and liability for its own actions arising from or related to the performance of the work pursuant to this Agreement. City shall continue to have any other remedies available at law, subject to the

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limits of liability set out herein.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts listed. The insurance shall be written by a company licensed to do business in the State of Texas and which is rated at least A-:VIII by A.M. Best Company.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VIII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. Reserved.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor. City will inform Contractor of any changes in the insurance requirements and Contractor shall have thirty (30) days to either

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acquire the additional insurance or terminate the Contract for convenience.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. Reserved.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Exhibit D.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims.

37. **MUTUAL CONFIDENTIALITY**: In order to provide the deliverables to the City, both parties may require access to certain of the other party's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business

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information, and other information which either party considers confidential) (collectively, "Confidential Information"). Both parties acknowledge and agree that the Confidential Information is the valuable property and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City, its licensors, and/or the Contractor. Both parties (including its employees, subcontractors, agents, or representatives) agree that they will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, or recreate the Confidential Information without the prior written consent of the disclosing party or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the receiving party promptly notifies the disclosing party before disclosing such information so as to permit the disclosing party reasonable time to seek an appropriate protective order. Both parties agree to use protective measures no less stringent than each uses within their own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. Contractor acknowledges that the City of Denton must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement and that this Article 37 is subject to such Public Information Act and other applicable public disclosure laws. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, chapter 552, and *Texas Government Code*.

b. Exclusions. Confidential Information will not include information:

(i) which was in Receiving Party's possession without any obligation of confidentiality prior to the disclosure thereof by Disclosing Party to Receiving Party and was not acquired by Receiving Party directly or indirectly from Disclosing Party;

(ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Receiving Party;

(iii) which Receiving Party receives without any obligation of confidentiality from a third Party who is rightfully in possession of such information;

(iv) which is developed by Receiving Party independently and without reference to any of the Confidential Information of Disclosing Party; or

(v) which Receiving Party is required by law to disclose.

Both parties acknowledge and agree that the Disclosing Party may be irreparably harmed by any violation of this Article 37, and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Receiving Party or other third parties receiving such Confidential Information to compete unfairly with the Disclosing Party. Therefore, in the event of a breach or threatened breach, the Disclosing Party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach; or (b) a decree for specific performance of the applicable provision of this Agreement. The Parties hereby agree that any disclosures required by the Texas Public Information Act or other public information law is not a breach of this Article 37.

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38. **OWNERSHIP AND USE OF DELIVERABLES**:
   a. Use of Proprietary Skills, Tools, and Data. Each Party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the Services described herein. Nothing in this Agreement shall be construed as restraining either Party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.

   b. License To Use. Contractor grants to City, subject to the terms of this Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables solely for City's internal business purposes. City shall include Contractor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The Services and Deliverables delivered hereunder are not "work for hire". With the exception of the portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of City, Contractor shall own all right, title, and interest to such Services and Deliverables.

   c. Excluded Uses. City shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of City's internal business organization the Deliverables.

   d. Provision Against Derivation of Source Code. City shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.

   e. Retention of Patentable Rights. Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Contractor during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Contractor. With respect to any Inventions of City relating to Contractor's software, City hereby grants and agrees to grant Contactor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. City agrees to disclose promptly to Contractor (i) each Invention relating to the Contractor software and made or conceived by City's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

   f. Ownership. Except as set forth in Section a. above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.

   g. Performance of Similar Service. Contractor may perform the same or similar Services for others, including providing the same or similar conclusions and recommendations, provided that City's Confidential Information is not disclosed.

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39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The

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contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen

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(14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will have the right to proceed directly to legal actions.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties
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that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**
A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, 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 RFQ.
B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified

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delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. **PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any onsite activities pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any

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such damage within one (1) calendar day.

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

68. LIMITATION OF LIABILITY: CONTRACTOR'S LIABILITY, INCLUDING THE LIABILITY OF ANY SUBCONTRACTORS OR AFFILIATES, TO CITY IN CONTRACT TORT, STRICT LIABILITY OR OTHERWISE REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, IS LIMITED TO THE TOTAL AMOUNT OF CONTRACT WHICH IS THE BASIS FOR THE LIABILITY. IN NO EVENT WILL CONTRACTOR, OR ANY SUBCONTRACTOR OR AFFILIATE, BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY HAVE ENTERED INTO THIS AGREEMENT, INCLUDING THE PRICES HEREIN, IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN CONTRACTOR AND CITY. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH IN

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THIS AGREEMENT SHALL REMAIN IN EFFECT. THE LIMITATION OF LIABILITY STATED IN THIS ARTICLE SHALL NOT APPLY TO DAMAGES RESULTING FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO TANGIBLE PHYSICAL PROPERTY WHICH RESULTS FROM CONTRACTOR'S OR ANY SUBCONTRACTOR'S OR AFFILIATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

69. CHANGE ORDERS. City may at any time request additions, modifications or deletions to the SOW. If such changes cause an increase or decrease in the cost of, or time required for, performance of the Services, an equitable adjustment shall be made in the fixed fee, or in the absence of agreement to the amount of any fixed fee adjustment, on a time and materials basis using labor, material and travel rates established by the parties, and the Task Order/SOW shall be modified in writing accordingly, using the form provided in Attachment _<to be provided by Vendor>; provided, however, any such change orders shall not exceed a cumulative twenty-five percent (25%) of the contract price set forth in Exhibit F. Project members may discuss or make arrangements for changes in the SOW, but any verbal or written communication between or among City and Contractor project personnel shall not be construed as a modification to the conditions of the Agreement unless a formal modification is executed using the scope change order form provided.

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Exhibit C
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications as modified and mutually agreed upon, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A-:VIII or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal and shall be the responsibility of Contractor.
- General Liability and Automobile Liability shall provide the following:

  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

  - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

  - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice from the Contractor should any of the policies described on the certificate be cancelled or materially reduced before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and,

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without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X]   A.   **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition

and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X]   **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single

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Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X]   **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ]   **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ]   **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ]   **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ]   **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be

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provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[X] **Cyber Liability**

Cyber Liability coverage provided protection for business liability for a data breach, cyber extortion, business interruption due to malicious cyber attacks or malware infections. A Cyber Liability policy will be required anytime a system interfaces with the City of Denton's servers or houses sensitive information such as customer or employee data. Limits of not less than $5,000,000 are required unless other limits are individually approved by the City.

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

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Exhibit D
Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

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EXHIBIT E - CONTRACTOR'S PROPOSAL

Scope of Work

Designer XI and SPIDAcalc Implementation

Prepared for:

Denton Municipal Electric

Proposal Date: 6/29/2022

Schneider Electric

2620 E. Prospect Rd., Suite 130
Fort Collins, CO 80525
Contact: Lisa Clark
Phone: (970) 237-5576
www.se.com
lisa.clark@se.com

Schneider Electric Smart Grid Solutions, LLC is a wholly-owned direct subsidiary of Schneider Electric Holdings, Inc.

Schneider Electric Smart Grid Solutions, LLC maintains its headquarters at 2620 E. Prospect Rd., Suite 130; Fort Collins, CO 80525

DISCLAIMER: The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

This offer is subject to the approval and/or issuance of any required licenses, authorization or approvals by any relevant government authority. If any required licenses, authorization or approval are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such license authorization or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the offer, Seller shall be excused from all obligation/s under this offer.

DESIGNER XI IMPLEMENTATION

Introduction

Schneider Electric is submitting this Statement of Work (SOW) for Denton Municipal Electric (DME) for the implementation of Designer XI. This document outlines the tasks and services required for the implementation of Schneider Electric's Designer XI, and SPIDAcalc.

Assumptions

- This scope of work is for the implementation of the OOTB (out-of-the-box) Designer XI (with integration to WMS and SPIDACalc) and SPIDAcalc.

- DME will make use of off-the-shelf components, where possible. This may require adopting new approaches to the way some functions are accomplished. The advantages of off-the-shelf components are that they are commercially available, used at many sites, reflect the input of that user community, and supported under the software maintenance agreement.

- DME will leverage a common data model and symbology for all commodities.

- The services provided in this scope will be completed through a combination of on-site and remote tasks.

- DME shall provide all required facilities and equipment for on-site meetings and is to ensure participation of proper representatives for scheduled project meetings and/or events.

- DME will have all necessary hardware, network equipment, and 3rd party software installed prior to the initiation of the project.

- DME and Schneider Electric each will provide a core team for the duration of this SOW. Each team also provides a project manager as the main point of contact and coordination for the respective team. Project flow of control, schedule and logistical planning will be made through each team's project manager. DME and Schneider Electric team members shall answer questions; provide information, decisions and deliverables promptly following agreed-to schedules and timelines.

- Schneider Electric will provide an OOTB Test Plan that will be used during Factory Acceptance Testing (FAT) and Acceptance Testing (Acceptance Testing). The plan will define the OOTB test scripts and steps to be performed during formal testing of the ArcFM solution suite.

- DME will provide Schneider Electric remote access to the system to assist in the implementation and troubleshooting of issues should they arise during implementation.

- Customization of the Schneider Electric Designer XI product, beyond the development of an integration to WMS and SPIDACalc, is not in Schneider Electric's scope.

- This scope of work is for DME's electric network only.

- The client does not require SPIDA to research specific values either in, or missing from, the client file.

- SPIDA is not required to flag values or settings that deviate from industry norms, but SPIDA may communicate to the client any items or attributes that are a concern to SPIDA.

- Schneider Team shall employ their reasonable judgement and due diligence when reviewing materials furnished by the client, but the potential exists that SPIDA may overlook or suggest values that do

- Following the client's receipt of the specific SPIDA Deliverables, the City has a 10-business day period (the "Acceptance Period") to review the Client File. During the Acceptance Period, the client shall provide a written statement as to the deficiencies identified, if any. Schneider Team shall provide corrections or clarification to the reported deficiencies within 10-business days following notification by the client. If an updated Deliverable is supplied by SPIDA to the client, another Acceptance Period shall also be provided to the client. After Acceptance of the Deliverable by the client, or the Acceptance Period expires without comment from the client, the project will be closed, and further review of the Deliverable is considered out of scope.

Project Management

During the project, the Schneider Electric Project Manager will report to the DME Project Manager. Schneider Electric project management includes, where required:

- Manage the Schneider Electric portion of the project on a day-to-day basis
- Define and manage project constraints and schedule with DME's project manager
- Identify and manage the resolution of project issues, including the communication of Schneider Electric-identified issues to DME's project manager
- Identify and manage all change management related issues or items with the DME's project manager
- Conduct bi-weekly project conference calls or on-site meetings with DME to identify, assign responsibility, and resolve issues that may arise during the project. The conference call will also provide a mechanism for reviewing the overall status of the project. Meeting minutes will be distributed by Schneider Electric.
- Weekly summary report detailing the week's activities and upcoming tasks.
- Preparing monthly-weekly project reports that include:
    - A summary of the overall status of the project, percent complete, milestone list, etc.
    - A schedule update, and Schneider Electric's expectations for on-time project completion
    - A summary of completed tasks, percent completed per the schedule
    - A summary of tasks currently underway and a description of their status

- o Upcoming near-term tasks that need to "hit the radar screen"
- o Issues requiring attention
- o Open items not resolved from previous meeting
- o Potential risks to the project and recommendations for resolution

Internal

Proposed Services

1   Designer XI Implementation

1.1   Project Initiation

1.1.1 Project Kick-Off

Schneider Electric and DME will initiate the project with an on-site Project Kickoff meeting. During the meeting, the Schneider Electric and DME teams will review the drivers & goals of the project to confirm the objectives and ensure that both teams are working toward them together. Schneider Electric will review the scope of work and the project plan and discuss the requirements, tasks, deliverables, timeline, and DME responsibilities. The team will then cover the administrative framework for managing the project. Project controls such as communication protocols, business processes, and change control processes will also be defined during this task.

DME will assign key personnel to support the project as described in the assumptions and will ensure each is available and can provide necessary support at the required times over the course of the project. DME will ensure the individuals assigned possess the appropriate skills and are authorized to participate in decisions made over the course of the project.

The agenda for this meeting shall be as follows:

- Introduce Schneider Electric and DME team members
- Review the Scope of Work, project plan, and project activities
- Review deliverables
- Confirm the work schedule and project delivery approach (parallel tasks vs. serialized execution)
- Discuss and define all DME and Schneider Electric responsibilities required to complete the project
- Review change control, communication, and escalation protocols
- Identify project status reporting procedures and frequency
- Identify project risks and issues, and plan mitigation where appropriate.

Schneider Electric Deliverable(s):
- Lead the on-site Kick-Off Meeting

DME Responsibilities:
- Attendees are invited in advance and are present during the meeting
- Attendance of the DME Project Core Team
- Be prepared to assign project roles as noted above

Task Assumptions:
- This task will be completed on-site.

1.1.2 Designer XI Core Team Training

This two (2)-business day course designed for the "Core Team" incorporates core concepts and functionality as they relate to the core team and their users. The "Core Team" consists of the utility staff members who will guide the Designer XI implementation project from the planning stages, through testing, to system rollout and beyond. This course introduces these decision-makers and GIS administrators to the concepts and capabilities of Designer XI including tools necessary to create construction sketches; sketching new features, marking features for removal, network trace tools, working with compatible units, generating construction maps, and advancing the design state. It is designed to launch critical discussions regarding which out-of-the-box functions and settings will best suit the utility.

Key Topics

- Forward Planning for the core team
- Designer XI Navigation
- Sketching Tools
- Removal Process
- Load Analysis
- CU Management
- Organizing with Work Locations
- Producing Construction Maps
- Data Modeling

Schneider Electric Deliverable(s):
- List of required software for core team training classes
- Hard-copy training manuals, sample data, and exercises
- On-site Designer XI Core Team training course for up to ten (10) members of the DME core team

DME Responsibilities:
- Ensure the appropriate participation from DME resources
- Provide the hardware and meeting space required for the workshop including training machines and overhead projector

Task Assumptions:
- The appropriate DME users responsible for configuring the software and participating in the Design Phase of the project will be present during this training

1.2 Analysis & Design

1.2.1 System Architecture Review

The Schneider Electric will Develop a system architecture design at DME by providing a System Architecture Design Workshop and Design Document.

Schneider Electric will travel to DME offices for up to three (3)-business days to validate requirements, lead discussions, and evaluate design alternatives for the ArcFM XI

System Implementation. The purpose of the engagement is to determine a system architecture specific to DME's needs and business drivers identified during this activity.

A system architecture design consultant will lead the on-site sessions with active participation by appropriate DME GIS, IT, operations, and business representatives. To help prepare for and facilitate the activity, the Schneider Electric team will provide preparatory materials prior to arriving on-site.

The Schneider Electric team envisions that the following topics will be covered during the on-site engagement:

- Architecture Vision
- Client and server platforms for DXI
- Data Storage & Capacity
- Network capacity, and constituent domains
- System Integration Considerations for DXI
- Deployment Strategies for DXI
- High availability
- Failover
- Supported Development platforms
- Deployment Environment Details
- Anticipated user and system loads for DXI
- Disaster Recovery

Discussions will assist Schneider Electric in identifying system architecture and configuration opportunities, while considering technical inputs including non-functional requirements, constraints, standards, and policies. Upon completion of the System Architecture Review Session, Schneider Electric will prepare a draft system architecture design report and deliver it to DME for review. This task will be conducted remotely from Schneider Electric offices. DME will review and approve the document with five (5)-business days.

Schneider Electric Deliverable(s):
- System Architecture Design Workshop Agenda
- Conduct the on-site System Architecture Review Workshop at DME facilities
- Draft and Final System Architecture Design Document
- Final System Architecture Design Document

DME Responsibilities:
- Identify and schedule the appropriate DME staff to attend the workshop
- Have appropriate DME staff review the System Architecture Design wiki available at the following URL in preparation for the design review: http://www.esri.com/systemdesign
- Provide a conference room equipped with a projector. This conference room should be large enough to host the meeting activities
- Provide a designated point of contact on the DME project team to address follow-up questions as required by Schneider Electric
- Review the Draft System Architecture Document and provide Schneider Electric with reviewed, approved, consolidated written comments within five (5)-business days of receipt

Task Assumptions:
- Schneider Electric anticipates DME would require workshop participation from key-decision makers from the DME IT organization responsible for maintaining and implementing the solution.

1.2.2 Integration Design

Schneider Electric will lead remote WMS Integration Design sessions with DME. During the design sessions, Schneider Electric will work with DME to review the requirements for interfaces between Designer and Maximo.

Schneider Electric will define the design behavior, data exchange patterns and integration mechanisms. DME will support the requirements gathering for the interface and to define what and how information can be provided or received between the two systems. The workshop session will be used to define the conceptual design of the agreed upon system interface and to finalize the respective parties' system interface development and testing schedules. DME is responsible for providing the required technical representation for the integration defined above.

Following the integration design session, Schneider Electric will draft the Designer System Integration requirements in the form of an Integration Requirements Specification Document. This document will cover the integration requirements, expected behaviors, workflows, and components necessary for the implementation of the Designer XI System.

A draft version of the specification will be provided to DME for review. DME will have up to five (5)-business days to review and approve the document.

Schneider Electric Deliverable(s):
- Lead the remote Integration Design Sessions
- Draft and final Integration Requirements Specification
- Lead conference call reviewing DME comments on the draft document

DME Responsibilities:
- Ensure the appropriate DME and integration technical personnel are present during the onsite sessions
- Review and comment on the draft document within five (5)-business days.
- Ensure that the appropriate DME and integration technical personnel are invited and attend the document comment review conference call.

1.2.3 Integration Design

Schneider Electric will lead remote SPIDACalc Integration Design sessions with DME. During the design sessions, Schneider Electric will work with DME to review the requirements for interfaces between Designer XI and SPIDACalc.

Schneider Electric will define the design behavior, data exchange patterns and integration mechanisms. DME will support the requirements gathering for the interface and to define what and how information can be provided or received between the two systems. The workshop session will be used to define the conceptual design of the

agreed upon system interface and to finalize the respective parties' system interface development and testing schedules. DME is responsible for providing the required technical representation for the integration defined above.

Following the integration design session, Schneider Electric will draft the Designer System Integration requirements in the form of an Integration Requirements Specification Document. This document will cover the integration requirements, expected behaviors, workflows, and components necessary for the implementation of the Designer XI System.

A draft version of the specification will be provided to DME for review. DME will have up to five (5)-business days to review and approve the document.

Schneider Electric Deliverable(s):
- Lead the remote Integration Design Session
- Draft and final Integration Requirements Specification
- Lead conference call reviewing DME comments on the draft document

DME Responsibilities:
- Ensure the appropriate DME and integration technical personnel are present during the onsite sessions
- Review and comment on the draft document within five (5)-business days.
- Ensure that the appropriate DME and integration technical personnel are invited and attend the document comment review conference call.

1.2.4 Business Process & Design Lifecycle Review

Schneider Electric will host a series of on-site workshops over a two-week period to define the DME Business Process and Design Lifecycle requirements. The following workshops will be completed during this task:

- Week 1 - DME Electric Business Process & Design Lifecycle Review
- Week 2 - Configuration Analysis Workshop

The following workshop will be completed during the same onsite visit.

Business Process & Design Lifecycle Review: Schneider Electric will lead a four (4)-business day on-site workshops to define the DME Electric Business Process and Design Lifecycles. The workshops topics and discussions will ensure that all parties understand the workflow proposed and how it will meet the business needs of DME.

The following items will be defined during the workshops:

- Options and best practices, resulting in a proposed design workflow.
- DME processes and practices.
- Fitting Designer XI into an adjusted process.
- DME Job Types
- At what point, or points, in the design life-cycle the Designer features are moved from the design feature classes to the as-built feature classes

Internal

- What processes are run to indicate that a portion of a job has been constructed and should be completed, while other sections of the job are still under construction or in a planned state
- What approval steps are required and how people are notified that they have jobs in their queue awaiting approval.

DME Configuration Analysis: Schneider Electric will lead on-site workshop for up to four (4)-business days that will focus on the configuration of the Schneider Electric Designer XI solution software. The workshop will focus on the DME enterprise level configuration requirements and how to define and configure the tools, along with core ArcFM configuration requirements.

Once the workshops are completed, Schneider Electric will create a Workflow Definition and Configuration Design Document that summarizes the results of the workshops, details the work performed in each step of the business process, and defines the workflow that will be configured to include the Roles, States, Transitions, and subtasks associated with each task and nodes. The document will also outline the steps necessary to upgrade Geodatabase to support Designer.

Schneider Electric will provide it to DME for review. DME will have up to five (5)-business days to review and provide written comments back to Schneider Electric. Schneider Electric will lead a conference call to discuss DME comments, and based upon the results of the call, will update the document with mutually agreed upon comments. A final version will be delivered to DME for final acceptance.

Schneider Electric Deliverable(s):
- Lead the defined workshops
- Draft Designer XI Workflow Definition & Configuration Design Document
- Lead conference call reviewing DME comments on the draft document
- Final Workflow Definition & Configuration Design Document that incorporated mutually agreed upon changes.

DME Responsibilities:
- Review and comment on the draft document with five (5)-business days
- Ensure that the appropriate DME personnel are invited and attend the document comment review conference call.
- Formal approval of the Workflow Definition and Configuration Design Document

1.2.5 Compatible Unit Library & Specification ID Mapping

Schneider Electric will lead an up to five (5)-business day on-site workshop to discuss the end-to-end considerations for building the CU Libraries and defining the Specification ID Mapping necessary for the implementation of the Designer XI system for electric.

This discussion must consider the numerous details of the CUs themselves (beyond the basic CU-to-Stock Items list), the job "metadata" (indicating 'rocky soil' at a Work Location, for instance), and the interpretation of Work Functions (e.g., Install, Remove) by Designer for the cost/inventory estimation process. The purpose is to set DME firmly on the path to building the CU Libraries, with some Schneider Electric assistance.

Upon completion of the workshop, Schneider Electric will draft a CU & Specification ID Mapping Design Document. Schneider Electric will provide it to DME for review. DME will have up to five (5)-business days to review and provide written comments back to Schneider Electric. Schneider Electric will lead a conference call to discuss DME comments, and based upon the results of the call, will update the document with mutually agreed upon comments. A final version will be delivered to DME for final acceptance.

Schneider Electric Deliverable(s):
- Lead the defined workshop
- Draft CU & Specifications ID Design Document
- Lead conference call reviewing DME comments on the draft document
- Final Specifications ID Design Document that incorporated mutually agreed upon changes.

DME Responsibilities:
- Review and comment on the draft document with five (5)-business days
- Ensure that the appropriate DME personnel are invited and attend the document comment review conference call.
- Formal approval of the CU & Specifications ID Design Document

Task Assumptions:
- DME has an established or will provide a comprehensive CU library for use with Designer XI.
- Schneider Electric anticipates DME would require workshop participation form key decision makers familiar with the Design Engineering and processes for CU's, design tasks, and materials management.
-

1.3   Build - Development

1.3.1 Prepare Schneider Electric Development Environment

Schneider Electric will establish a development environment in the Schneider Electric Offices in Ft. Collins, CO. This environment will be used to implement the Designer XI solution, Develop and test the data model, database schema, integrations and components approved for this scope of work.

The following tasks will be completed during this process:

- Create and Load Development Database
- Configure Designer XI
- Configure Server, Portal, Sync Services, and Auth0 (authentication mode 3rd party)(print, map layout, annotations)
- Implement Data Model Changes
- Specification ID Population Script Development
- Favorites Mapping (export of existing favorites)
- Populate CU/Spec ID Library

Schneider Electric Deliverable(s):
- Implement the Schneider Electric development environment as defined above

DME Responsibilities:
- None

1.3.2 Integrations Build

The following integrations are included in this task:

- WMS
- SPIDACalc

Based on the approved Integration Requirements approved in Task 1.2.2, Schneider Electric will document the design of each integration components in the form of a component specification document. Schneider Electric will review the specification internally to ensure it uses the best approach and that all portions of the design have received adequate emphasis. This review will also ensure the design addresses all the approved requirements.

DME will have up to five (5)-business days to review and approve the component specification document. Once both parties agree upon the functional requirements and the component specifications, the code development effort will begin.

During this task, Schneider Electric will host a four (4) hour WebEx-based Prototype Review for each developed component to ensure that DME is satisfied with the design and application of the approved requirements. Schneider Electric anticipates that no major changes will be required because of the prototype review sessions.

Schneider Electric will then finalize integration development, unit test, and develop the installation and configuration guides for the integration.

Schneider Electric Deliverable(s):
- Draft and final copies of the Component Specification document
- Hosted WebEx conference call prototype review for the integrations and components
- Development and unit testing of the integration and components
- Installation and configuration guides

DME Responsibilities:
- Coordination of attendees for the Prototype Review to ensure required representation
- Approve the component specifications and development prototypes

1.4 Test and Acceptance Planning

Schneider Electric will Develop a Test and Acceptance Plan (T&AP) with DME that incorporates the OOTB functionality of the Designer XI solution. The T&AP will provide an overall framework for Factory, Site and User Acceptance Testing detailing the testing environments, the testing process, the required support for each phase of the testing, test scenarios, and definition of how the acceptance criteria to move the system to the next step in the testing process. The T&AP will be used to define acceptance of the system.

Schneider Electric will Develop the out-of-the-box initial draft of T&AP based on the requirements & acceptance criteria specified in the solution design documentation

completed in this scope of work. The draft plan will be provided to DME for review and comment.

DME is responsible for Developing the associated test cases/scripts that will be executed as part of the Test and Acceptance Plan. DME will create Workflow-based test scenarios to perform acceptance testing that will be inserted into the test scenario placeholders. A draft of the DME test scripts will be provided to Schneider Electric for review. Schneider Electric will have five (5)-business days to review the test scripts and provide feedback to DME.

The DME team will perform a review and suggest changes to the Draft T&AP. The Schneider Electric Team then will update the Draft T&AP based upon mutually agreed upon comments and suggestions provided by the DME team. Both groups then approve the final T&AP.

DME is responsible for providing written acceptance of the final Test and Acceptance Plan document within three (3)-business days or less of receipt. Test and Acceptance Plan approval must occur ten (10) days prior to the start of the testing phase. Testing cannot commence unless Schneider Electric, PE and DME have approved the plan

Schneider Electric Deliverable(s):
- Create a draft version of the Test and Acceptance Plan that incorporates the Schneider Electric standard baseline functionality testing plans for the Designer XI
- Lead a review of DME comments on the document
- Review DME test cases/scripts as defined
- Apply mutually agreed upon changes to the final version of the document

DME Responsibilities:
- Review and comment on the draft Test and Acceptance Plan document with five (5)-business days.
- Ensure that the appropriate DME personnel are invited and attend the Test and Acceptance Plan comment review conference call
- Develop test scenarios/scripts as defined above
- Final approval/sign-off of the Test and Acceptance Plan

Task Assumptions:
- The test and acceptance plan must be approved no later than ten (10)-business days prior to the start of Factory Acceptance Testing.

1.5   Installation and Configuration of the DME TEST Environment

This task will be completed remotely by a Schneider Electric technical resource.

Schneider Electric will implement the following applications with the DME TEST Environment:

- Configure Core Designer Electric Geodatabase
- Configure Feature Services for Designer
- Configure Designer Network and Design Storage Services
- Install/Configure Portal for ArcGIS
- Install/Configure ArcFM Sync Services

- Install/Configure Designer

DME will provide all hardware required for the implementation of the TEST environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:
- Remote installation and configuration of solutions defined above in a single TEST environment
- Validate and confirm the solution implementation and configuration tasks are complete

DME Responsibilities:
- Provide the hardware required for the software installation with compatible OS and network connectivity for the TEST systems
- Provide the licensed media for the DME, server and Schneider Electric software
- Provide all required VPN access to complete the installation and testing of the core components
- Provide necessary personnel to be on hand for the installation and migration tasks

1.6   Testing

1.6.1 Factory Acceptance Testing (FAT)

This is a Schneider Electric Task.

Schneider Electric will conduct a remote Factory Acceptance Testing (FAT). Testing will include the implemented solutions. FAT will be completed based on the approved Test Plan from Task 1.3.2. FAT will be completed based on the approved T&AP.

The Schneider Electric team will fix all Severity 1 (S1) and Severity 2 (S2) defects, as required, and update the Designer XI solution software as necessary. If no issues are identified based on compliance with the T&AP, FAT will be considered complete.

Schneider Electric Deliverables:
- Remote Factory Acceptance Testing
- FAT Defect report
- Defect resolution report

DME Responsibilities:
- TEST environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing
- Remote availability for regression testing of resolved FAT defects

1.6.2 System Acceptance Testing (SAT)

DME shall perform System Acceptance Testing for the Designer XI Solution software implemented in this project, using the approved T&AP from Task 1.3.2.

DME team members shall record any issues discovered during testing in the issue tracking system. Schneider Electric will provide a resolution for all discrepancies and will

resolve all Critical or High issues before completion of user acceptance testing and provide installers should the resolution require a new installer to be created.

When DME finds a discrepancy, they will first attempt to validate the discrepancy by reproducing the discrepancy, where possible, before reporting it to Schneider Electric. Schneider Electric will work to validate the discrepancy. If Schneider Electric can validate the discrepancy, it will be recorded as a defect and classified as one of four defect priority levels (reference the descriptions in the table below).

If Schneider Electric cannot validate the discrepancy, Schneider Electric will ask DME testing team to either provide more information or to demonstrate how and where the discrepancy occurs. Based on this information, Schneider Electric will work further to identify the source of the discrepancy. Schneider Electric may determine that the discrepancy is not a custom component or application problem but instead a problem with non-application software, the network, an operator's use of the system, or a misunderstanding about how the system's business rules work.

If Schneider Electric cannot replicate a reported discrepancy, or if DME testing team cannot demonstrate it, or if it is determined by Schneider Electric that the discrepancy has another cause not related to the Schneider Electric scope of work, then Schneider Electric will notify DME testing team that the problem is not a software defect and identify the cause of the defect. If appropriate, Schneider Electric will recommend an action to take, or an acceptable workaround.

Severity	Description
S1 Critical	A Severity 1 defect means that the application or process does not work as defined in the approved Design Document and the application or process is stopped with no work around. The defect(s) may affect multiple users on frequently used functions.
S2 High	A Severity 2 defect is less severe than a Severity 1 defect, but is the result of a significant problem(s). The defect severely impairs the process and reduces user productivity. No work around has been identified by Schneider Electric. It could be a major problem, which affects a limited number of users or affects functionality not needed daily.
S3 Medium	A Severity 3 defects means that the process has been impaired but has a Schneider Electric recommended work around. The user can function near the expected productivity level. Internal geodatabase structures are accurate and maintain their integrity.
S4 Low	A Severity 4 defect does not have a significant impact on the process and reflects a minor problem(s).

During SAT, Schneider Electric will fix all Severity 1 (S1) and Severity 2 (S2) defects as required and issue new releases to DME. If no issues are identified based on compliance with the accepted Test and Acceptance plan criteria, SAT will be considered complete and DME will be responsible for providing written acceptance of the delivered applications. SAT must be approved prior to Cut-Over and Go-Live activities.

Schneider Electric's support during Site Acceptance Testing is as follows:

- Travel onsite for one (1) five (5)-business day round of DME SAT
- Provide up to five (5)-business days of remote issues resolution and regression testing support for the Designer XI Core solution.

Schneider Electric Deliverable(s):
- Provide SAT support as defined above
- Provide issue resolution and regression testing support as defined
- Resolve Severity 1 (S1) and Severity 2 (S2) defects

DME Responsibilities:
- Perform SAT
- If required, provide remote access to the testing environment for Schneider Electric technical personnel
- Provide final acceptance of the solution prior to Cut-Over or Go-Live activities

Task Assumptions:
- Round 2 of SAT and the Issue Resolution and Regression Testing tasks are Optional and must be approved in a change order to be included in project scope.

1.7   Training

1.7.1 Working with Designer XI

This two (2)-business day onsite course incorporates core concepts and functionality as they relate to our utility users. Designer XI training provides the foundation needed to effectively use the utility-based software. Class participants learn how to maintain and review facility data and to use the software's full functionality.

Participants will be familiarized with the tools available to DME, and the course will include a series of progressive lectures, demonstrations, hands-on exercises, and processed-based work scenarios. By the end of the course, participants will understand the basic functions of the application and how it can be used.

Included in this course:

- Designer XI Navigation
- Sketching Tools
- Removal Process
- Load Analysis
- CU Management
- Organizing with Work Locations
- Producing Construction Maps

- Data Modeling
- Figuring it out: Theme-specific exercises

It is expected that the training will take place in DME facilities and that all necessary training equipment and software for the trainees will be provided by DME

Schneider Electric Deliverable(s):
- Provide onsite Working with Designer XI training course for up to 10-attendees
- Provide hard and soft copies of training manuals

DME Responsibilities:
- Provide the hardware and meeting space required for the training sessions including training machines and overhead projector
- Have appropriate software installed on training computers

Task Assumptions:
- DME will host all training activities and provide all system administration to prepare the training facilities

1.8   Go-Live

This milestone task identifies when DME end-users begin performing edits using the Schneider Electric Designer XI solution in the DME Production Environment. Acceptance Testing must be completed and approved prior to the start of this project phase and production support activity.

1.8.1 Production Migration

Schneider Electric will provide up to five (5)-business days of on-site support for the migration of the ArcFM solutions, integrations, and components from the DME TEST Environment to the Production Environment. Schneider Electric's on-site support includes validation that the implemented solutions configuration and migration has been completed successfully.

DME will provide all hardware required for the setup of the PROD environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:
- Provide up to five (5)-business days of on-site support for the migration of the Schneider Electric solutions to a Production System at DME

DME Responsibilities:
- Migrate the TEST environment applications to the DME PROD environment
- Provide the hardware required for the software installation with compatible OS and network connectivity
- Provide the licensed media for the DME, server and Schneider Electric software
- Provide all required access to complete the installation and testing of the core components
- Provide necessary personnel to be on hand for the installations

1.8.2   Post Go-Live Production Support

Schneider Electric will provide up to three (3)-business days of on-site support post roll-out of the DME PROD system. A Schneider Electric technical expert will be available to support any questions or issues that arise regarding the configuration or use of the Schneider Electric solution software, Developed integrations and components.

DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:
- Provide on-site technical support for the Production Environment post roll-out as defined above

DME Responsibilities:
- Provide necessary personnel to be on hand for configuration support or trouble-shooting
- Resolve all hardware and third-party software related issues
- Provide all required access to complete the installation and testing of the core components
- Provide necessary personnel to be on hand for the installations

1.8.3   Remote Production Support

Schneider Electric will provide up to 20-hours of remote technical support for the roll-out of the production system over a two (2)-week period following PROD migration and on-site post roll-out support. A Schneider Electric technical expert will be available to support any questions or issues that arise regarding the configuration or use of the Schneider Electric solutions, Developed integrations and components.

Upon completion of this task, DME will be transitioned to the Schneider Electric Technical Support Team.

Schneider Electric Deliverables:
- Provide remote technical support for the Production Environment up to 20-hours over a two (4)-week period

DME Responsibilities:
- Provide necessary personnel to be on hand for configuration support or trouble-shooting
- Resolve all hardware and third-party software related issues

2   SPIDAcalc Implementation

2.1   Design Sessions

The Schneider Team will participate in two (2) days of onsite design sessions to ensure all processes, workflows and systems integrate properly and efficiently with SPIDAcalc. Upon completion of the Design Sessions, the Schneider Team will create and deliver documentation as requested denoting expected business process and supported use cases as it pertains to the configured SPIDAcalc implementation. Functionality or requested behavior that cannot be satisfied with configuration shall be identified in the documentation as out of scope. Design Sessions shall be scheduled later following award of work.

2.2   SpidaCALC Client File Configuration

SPIDAcalc Structure Analysis software utilizes user-configured libraries of material and engineering data to populate selection lists within the software application. This library is referred to as a "client file" and is managed by the customer using the SPIDA Client Editor.

All client file configurations shall begin with a welcome email from the SPIDA Customer Care team member completing the Expert Service work. This email details the client-furnished materials needed to begin configuration.

The client shall provide SPIDA with requested materials within two weeks. Once these materials have been received and reviewed, Schneider Team shall schedule a kick-off call within one week to review the provided documentation, ask and answer any questions, and establish a delivery date.

The Schneider Team will configure a SPIDAcalc Client File utilizing customer-furnished specifications. This service does not include customization of SPIDAcalc software features, functionality, and reporting. Specifically, SPIDA will configure and populate the values contained in the following sections of the client file:

- **Structures**: This section contains the material and their associated values for Poles, Wires, Equipment, Anchors, Crossarms, Insulators, Sidewalk Struts, and Pole Foundations.
- **Assemblies**:   This section contains utility Framings (pole-head diagrams) and Support (guying/anchoring) assemblies including Poles, Wires, Equipment, Anchors, and Guys.
- **Analysis**: SPIDA will configure and provide the initial set of Load Cases that are required by the client including NESC, CSA, and/or GO95 load case types.

All material and analysis specifications shall be provided by the client. At the client's discretion and direction only, in the absence of available specifications, the Schneider Team may suggest alternate attribution, if known, within expected industry parameters.

As a guideline, client file configurations are estimated to take 8 to 10 weeks to complete. All timeframes are dependent on client responsiveness.

- Schneider Team shall review client-furnished materials, including a digital overhead specification book, a materials list for overhead assemblies, wire sag and tension charts, and a list of company names that either share ownership with the client or attach to client poles.
  - Schneider Team shall review material provided by the client for thoroughness and completeness.
  - Schneider Team shall identify, document, and request from the client any missing or incomplete information that is required for the client file configuration. Client shall furnish all information within a reasonable timeframe.
  - Schneider Team shall identify, document, and furnish a list of questions to the

client for items that need clarification. Client shall furnish responses to all questions within a reasonable timeframe.

o For missing items and/or items with incomplete data, under client instruction, SPIDA will provide and document client file data obtained from an alternate source.

o Schneider Team shall provide suggestions, as opportunity arises and where possible, on best practices and common values used by others in the industry.

- Schneider Team shall configure the following using the furnished materials:

o On the SPIDA Client Editor Structures tab, Schneider Team shall add and populate entries as needed on the Poles, Wires, Bundle Components, Equipment, Anchors, Crossarms, Insulators, Sidewalk Braces, and Pole Foundations sub-tabs.

o On the Assemblies sub-tab, Schneider Team shall add and populate entries as needed for Framing and Support assemblies.

o On the Analysis tab, Schneider Team shall add and configure Load and Strength cases, including a designation of which cases shall be applied by default when new SPIDAcalc projects are created by the client.

o On the Presets tab, Schneider Team shall add Utility and Communication facility owners on the Owners subtab, including a designation which Owner to use by default.

o All remaining tabs and subtabs (Forms, Reports, Presets, Rendering) shall not be populated by SPIDA.

Schneider Team Deliverable:
- A SPIDAcalc Client File containing the information furnished and/or accepted by the client.
- Documentation as to SPIDA's review of client materials and completion of the client file.

DME Responsibilities:
- Provide review and acceptance of the delivered Client File

2.3   SPIDA Consulting Services

Schneider Team shall provide up to 20 hours of additional consulting services remotely. Services may include additional calls, meetings, project management, quality control and testing, and project post-production stabilization.

Schneider Team Deliverable:
- Up to 20 hours of additional remote consulting services

DME Responsibilities:
- Provide necessary personnel to be on hand for configuration support or trouble-shooting
- Resolve all hardware and third-party software related issues

2.4   SPIDAcalc Onsite Training

Schneider Team shall furnish three (3) days of onsite, instructor-led training for the Client at their facilities. While twelve (12) people per class is preferred, the client may select up to a maximum of fifteen (15) individuals to participate in each training session.

Each training session shall be one (1) day in duration for a total of three (3) training sessions and shall be conducted within a one (1) week span. The date and location of the training shall be determined at a future time and coordinated between the parties.

For each session, Schneider Team shall furnish an instructor and printed training manuals for up to 15 participants, plus 2 additional manuals. The training sessions shall be performed using standard SPIDAcalc training materials. Customized training materials based on the Client's SPIDAcalc client file and specific use cases can be developed but is not included in this scope of work. A quote for custom training materials can be provided upon request. All other training needs will be furnished by the Client including training facilities, internet access, computers for each participant, and the installation of SPIDAcalc on training computers.

Training sessions will provide the participants with a solid understanding of SPIDAcalc structure analysis software. Additionally, the training class prepares participants to use SPIDAcalc in their daily jobs through hands-on exposure to the software and various use case exercises.

The training curriculum is divided into a series of hands-on training modules that guide participants through the software. Each module focuses on a certain aspect or use case associated with the software. Each module provides specific instruction and best practices related to the module topic.

Schneider Electric Deliverable(s):
- Provide onsite SPIDAcalc training course for up to 12-attendees as described above
- Provide hard and soft copies of training manuals

DME Responsibilities:
- Provide the hardware and meeting space required for the training sessions including training machines and overhead projector
- Have appropriate software installed on training computers

Task Assumptions:
- DME will host all training activities and provide all system administration to prepare the training facilities

DESIGNER XI IMPLEMENTATION

Project Schedule

Project timelines shown below are tentative. Detailed project schedule and dates will be determined following contract signing and will depend on resource availability.

ID	Task Name
0	Denton_DXI 20220629
1	1 DXI Implementation
2	1.1 Project Initiation
3	1.1.1 Project Planning
4	1.1.2 Project Kick-Off Meeting
5	1.1.3 Designer XI Core Team Training
6	1.2 Analysis & Design
7	1.2.1 System Architecture Review
12	1.2.2 Maximo Integration Design
17	1.2.3 SpidaCALC Integration Design
22	1.2.4 Business Process & Design Lifecycle Review
28	1.2.5 Data Prep/CU Library & Specification ID Mapping
34	1.3 Development
35	1.3.1 Prepare FTC Development Environment
43	1.3.2 Build Integration
44	1.3.2.1 Component Specifications
48	1.3.2.2 Build Integration
52	1.3.2.3 Installation & Configuration Guides
53	1.4 Test and Acceptance Planning
59	1.5 Installation & Configuration of Denton TEST ENV
68	1.6 Testing
69	1.6.1 Factory Acceptance Testing (FAT)
73	1.6.2 System Acceptance Testing (SAT/UAT)
77	1.7 Training
79	1.8 Go-Live - Production Migration
83	2 SPIDACalc
84	2.1 Design Sessions
85	2.2 Client File Configuration
86	2.3 Onsite Training
87	2.4 Optional - Consulting

Services Pricing

Date:	29-Jun-22		
Quote Number:	2022-2827		
Receiving Party:	City of Denton		

We are pleased to submit the following Budgetary Estimate Quote for:

Designer XI Implementation

PROPOSED SERVICES				
MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	18%	$104,630.00
7	1.4	Test and Acceptance Planning	3%	$18,080.00
8	1.5	Installation & Configuration of Denton	11%	$66,610.00
9	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
10	1.6.2	System Acceptance Testing (SAT/UAT)	6%	$37,040.00
11	1.7	Training	2%	$14,450.00
12	1.8	Go-Live - Production Migration	5%	$30,800.00
13	2.1	SPIDA Design Sessions	3%	$16,330.00
14	2.2	SPIDA Client File Configuration	5%	$27,050.00
15	2.3	SPIDA Onsite Training	3%	$15,070.00
16	2.4	SPIDA Consulting	1%	$4,750.00
		TOTAL SERVICES COSTS:		**$589,850.00**

Quote is valid for: 90 days

Quote is inclusive of all travel and living expenses for on-site work.

This quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

Estimate does not include the cost of any third party software required to perform the services.

The pricing contained in this quotation is based upon Schneider Electric Smart Grid Solutions LLC's standard terms and conditions and Schneider Electric Smart Grid Solutions LLC's experience with similar projects. The schedule and price are subject to change based upon the terms and conditions in the final agreement.

Quote Provided by: L Frank

Purchase Orders should be directed to: **Schneider Electric Smart Grid Solutions, LLC**
Attn: Teri Gross
teri.gross@se.com
2620 E. Prospect Rd., Suite 130
Fort Collins, CO 80525

Exhibit F
Contractor's Milestone Acceptance Form

Milestone Acceptance Form (MAF)

Project Code – Agreement	Date Milestone Completed	Date MAF Submitted
Milestone/Task Order Number, and Description		
Value		
Total Value:		

Upon signature of this document Client hereby accepts the milestone set forth above. Schneider Electric shall invoice Client for the total value of the above referenced milestone in accordance with the terms and conditions of the Agreement.

Accepted and Agreed:

Schneider Electric Smart Grid Solutions, LLC: Customer Name:

Signature: _____   Signature: _____

Printed Name: _____   Printed Name: _____

Title: Project Manager _____   Title: _____

Date: _____   Date: _____

SE Smart Grid Solutions Use Only	
DATE INVOICED	INVOICE NUMBER

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.

SCHNEIDER ELECTRIC SMART GRID
SOLUTIONS, LLC

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 relations hip 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 Drew Ditter   11/18/2022
Signature of vendor doing business with the governmental entity   Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
> (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
> (B) a transaction conducted at a price and subject to terms available to the public; or
> (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):
> (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
>> (2) the vendor:
>>> (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
>> (i) a contract between the local governmental entity and vendor has been executed; or
>> (ii) the local governmental entity is considering entering into a contract with the vendor;
>>> (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
>>>> (i) a contract between the local governmental entity and vendor has been executed; or
>>>> (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)
> (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
>> (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
>> (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
>> (3) has a family relationship with a local government officer of that local governmental entity.
> (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
>> (1) the date that the vendor:
>>> (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
>>> (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
>> (2) the date the vendor becomes aware:
>>> (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
>>> (B) that the vendor has given one or more gifts described by Subsection (a); or
>>> (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions
> (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility
> If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

DocuSign

Certificate Of Completion

Envelope Id: 30833DACB3CE4F9C9B0A9A0C0443AB4C

Subject: Please DocuSign: City Council Contract 7817 - Workflow Design System - Designer

Source Envelope:

Document Pages: 59   Signatures: 6   Status: Completed

Certificate Pages: 6   Initials: 1   Envelope Originator:

AutoNav: Enabled   Christa Christian

EnvelopeId Stamping: Enabled   901B Texas Street

Time Zone: (UTC-06:00) Central Time (US & Canada)   Denton, TX 76209

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original   Holder: Christa Christian   Location: DocuSign

     11/14/2022 1:31:13 PM   Christa.Christian@cityofdenton.com

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Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	LH DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 11/17/2022 4:58:55 PM Viewed: 11/18/2022 7:40:16 AM Signed: 11/18/2022 7:41:03 AM
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Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/18/2022 7:41:10 AM Viewed: 11/18/2022 4:12:08 PM Signed: 11/18/2022 4:15:39 PM
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Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None)	DocuSigned by: Drew Ditter 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 165.225.10.81	Sent: 11/18/2022 4:15:44 PM Viewed: 11/18/2022 5:01:21 PM Signed: 11/18/2022 5:07:05 PM

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Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: *Antonio Puente, Jr.* E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 174.197.70.109 Signed using mobile	Sent: 11/18/2022 5:07:11 PM Viewed: 11/18/2022 6:01:53 PM Signed: 11/18/2022 6:02:35 PM
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Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.10	Sent: 11/18/2022 6:02:41 PM Viewed: 12/14/2022 8:53:24 AM Signed: 12/14/2022 8:53:48 AM
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Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: *Sara Hensley* 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 12/14/2022 8:53:54 AM Viewed: 12/14/2022 8:54:13 AM Signed: 12/14/2022 8:54:25 AM
Electronic Record and Signature Disclosure: 　Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: *Rosa Rios* 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 12/14/2022 8:54:31 AM Viewed: 12/14/2022 10:46:08 AM Signed: 12/14/2022 10:46:35 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 11/17/2022 4:58:55 PM
Electronic Record and Signature Disclosure: 　Not Offered via DocuSign		

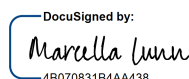| Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 11/18/2022 6:02:41 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 12/14/2022 10:46:40 AM

Randall A. Key
randy.key@cityofdenton.com
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	12/14/2022 10:46:43 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.
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To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
> i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
> ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

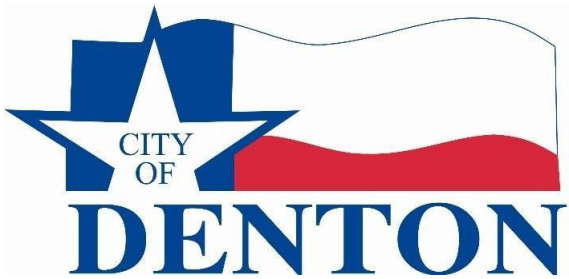| Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow 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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Docusign Transmittal Coversheet

File Name	7817 – Arc FM Designer XI (DXI), CO 1
Purchasing Contact	Christa Christian
Contract Expiration	12/12/2027

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Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
001	1914 / U2-220851481	Joey Lim

SUBJECT	ENTRY DATE
Installation Environment Change	02/14/2024

DESCRIPTION	

In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled "Designer XI and SPIDAcalc Implementation" as follows:

Task 1.5 will be removed and replaced with the following:

1.5 Installation and Configuration of the DME DEVELOPMENT Environment

This task will be completed remotely by a Schneider Electric technical resource.

Schneider Electric will implement the following applications with the DME DEVELOPMENT Environment:

- Configure Core Designer Electric Geodatabase
- Configure Feature Services for Designer
- Configure Designer Network and Design Storage Services
- Install/Configure Portal for ArcGIS
- Install/Configure ArcFM Sync Services
- Install/Configure Designer

DME will provide all hardware required for the implementation of the DEVELOPMENT environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:
- Remote installation and configuration of solutions defined above in a single DEVELOPMENT environment
- Validate and confirm the solution implementation and configuration tasks are complete
- Draft Installation and Configuration Document

DME Responsibilities:
- Provide the hardware required for the software installation with compatible OS and network connectivity for the DEVELOPMENT systems
- Provide the licensed media for the DME, server and Schneider Electric software
- Provide all required VPN access to complete the installation and testing of the core components

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- Provide necessary personnel to be on hand for the installation and migration tasks

Task 1.6.3 will be added to the SOW:

1.6.3 Support Installation and Configuration of the DME TEST Environment

Schneider Electric will provide up to forty (40) hours within ten (10) consecutive business days support to assist Denton's team to install and configure Schneider Electric ArcFM Designer XI, Bentley SPIDACalc, and integration components for WMS and SpidaCalc, in DME TEST environment.

DME will implement the following applications in the DME TEST Environment:

- Configure Core Designer Electric Geodatabase
- Configure Feature Services for Designer
- Configure Designer Network and Design Storage Services
- Install/Configure Portal for ArcGIS
- Install/Configure ArcFM Sync Services
- Install/Configure Designer

DME will provide all hardware required for the implementation of the TEST environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

This task will immediately follow the successful completion of Task #1.6.1, FAT. Task #1.6.3, SAT, will not be able to begin until completion of this task.

Schneider Electric Deliverables:
- Provide remote support.
- Denton Responsibilities: Perform Installation and Configuration of Designer XI in Denton TEST environment.
- Prepare Denton TEST Environment for SAT, including WMS and its integration with Designer XI

In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

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MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	17%	$104,630.00
7	1.4	Test and Acceptance Planning	3%	$18,080.00
8	1.5	Installation & Configuration of Denton DEV	11%	$66,610.00
9	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
10	1.6.3	Installation & Configuration of Denton TEST	2%	$12,100.00
11	1.6.2	System Acceptance Testing (SAT/UAT)	6%	$37,040.00
12	1.7	Training	2%	$14,450.00
13	1.8	Go-Live - Production Migration	5%	$30,800.00
14	2.1	SPIDA Design Sessions	3%	$16,330.00
15	2.2	SPIDA Client File Configuration	4%	$27,050.00
16	2.3	SPIDA Onsite Training	3%	$15,070.00
17	2.4	SPIDA Consulting	1%	$4,750.00
		TOTAL SERVICES COSTS:		**$601,950.00**

Total Cost

$12,100.00

Schedule Impact

Go-live is extended by 15-days for TEST Environment Migration

ACCEPTED AND AGREED:

Denton Municipal Electric (Client)

Signature: _Christa Christian_
6A8263DE08F4429...

Printed Name: Christa Christian

Title: Purchasing Supervisor

Date: 3/7/2024

Schneider Electric Smart Grid Solutions, LLC (Contractor)

Signature: _Drew Ditter_
04CEFA4FC4AD4C6...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 3/7/2024

DocuSign

Certificate Of Completion

Envelope Id: B38E43521C464292957FD41A39E3C2C3

Subject: ***Purchasing Approval*** 7818 Arc FM Designer XI (DXI), CO 1

Source Envelope:

Document Pages: 4	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 1	Christa Christian
AutoNav: Enabled		901B Texas Street
EnvelopeId Stamping: Enabled		Denton, TX 76209
Time Zone: (UTC-06:00) Central Time (US & Canada)		Christa.Christian@cityofdenton.com
		IP Address: 198.49.140.10

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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None)	*Drew Ditter* DocuSigned by: 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 167.94.181.155	Sent: 3/7/2024 9:15:07 AM Resent: 3/7/2024 9:19:01 AM Viewed: 3/7/2024 10:00:12 AM Signed: 3/7/2024 10:02:15 AM
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Jerry Looper jerry.looper@cityofdenton.com System Operations and Compliance Division Manager Denton Municipal Electric Security Level: Email, Account Authentication (None)	*JL* DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/7/2024 10:02:16 AM Viewed: 3/7/2024 11:18:04 AM Signed: 3/7/2024 11:19:01 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 3/7/2024 11:19:02 AM
Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 3/7/2024 11:19:02 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Signing Complete	Security Checked	3/7/2024 11:19:01 AM
Completed	Security Checked	3/7/2024 11:19:02 AM

Payment Events	Status	Timestamps

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

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
>   i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
>   ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

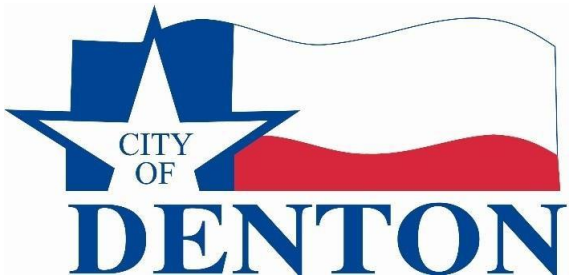| Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

DocuSign Transmittal Coversheet

File Name	7817 Work-Flow Design System - Schneider, CO #2
Purchasing Contact	Christa Christian

Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
002	1914 / U2-220851481	Joey Lim

SUBJECT	ENTRY DATE
SPIDACalc Training	9/11/2024

DESCRIPTION

In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled "Designer XI and SPIDAcalc Implementation" as follows:

Task #2.4, SPIDAcalc Onsite Training, from the Scope of Work will be replaced with the following:

SPIDACalc Training

Schneider Electric will provide access to the SPIDA Software Academy. Schneider Electric will provide access to up-to 12 Denton Municipal Electric team members. SPIDA Software Academy consists of an 8-module, self-paced, online training to walk users through SPIDACalc software. The SPIDA Software Academy takes users between 8-12 hours to complete depending on each user's individual pace. Once a user initiates the course, they have up to 6 weeks to complete the courses. Upon completion of all course content, each user will receive a digital certificate of completion.

Schneider Electric Deliverable(s):
- Provide access to SPIDA Software Academy up up-to 12 DME team members as described above
- Provide digital certificate of completion

DME Responsibilities:
- Provide full name and email address of up-to 12 DME team members to be registered as SPIDA Software Academy participants

In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	17%	$104,630.00
7	1.4	Test and Acceptance Planning	3%	$18,080.00
8	1.5	Installation & Configuration of Denton DEV	11%	$66,610.00
9	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
10	1.6.3	Installation & Configuration of Denton TEST	2%	$12,100.00
11	1.6.2	System Acceptance Testing (SAT/UAT)	6%	$37,040.00
12	1.7	Training	2%	$14,450.00
13	1.8	Go-Live - Production Migration	5%	$30,800.00
14	2.1	SPIDA Design Sessions	3%	$16,330.00
15	2.2	SPIDA Client File Configuration	4%	$27,050.00
16	2.3	SPIDA Consulting	1%	$4,750.00
17	2.4	SPIDA Onsite Training	3%	$7,940.00
		TOTAL SERVICES COSTS:		**$594,820.00**

Total Cost

-$7,130.00

Schedule Impact

N/A

ACCEPTED AND AGREED:

Denton Municipal Electric
(Client)

Signature: *Christa Christian*
6A8263DE08F4429...

Printed Name: Christa Christian

Title: Purchasing Supervisor

Date: 9/13/2024

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: *Drew Ditter*
04CEFA4FC4AD4C6...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 9/19/2024

CONFIDENTIAL

Certificate Of Completion

Envelope Id: 33C4FD1566C14FC38D99946B846CA4F4   Status: Completed
Subject: ***Purchasing Approval*** 7817 Work-Flow Design System - Schneider, CO #2
Source Envelope:
Document Pages: 3   Signatures: 2   Envelope Originator:
Certificate Pages: 5   Initials: 0   Christa Christian
AutoNav: Enabled   901B Texas Street
EnvelopeId 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
        9/13/2024 11:51:19 AM   Christa.Christian@cityofdenton.com

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	*Christa Christian* DocuSigned by: 6A8263DE08F4429... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 9/13/2024 11:55:13 AM Viewed: 9/13/2024 11:55:21 AM Signed: 9/13/2024 11:55:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None)	*Drew Ditter* Signed by: 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 38.175.165.180	Sent: 9/13/2024 11:55:31 AM Resent: 9/13/2024 12:51:18 PM Viewed: 9/13/2024 1:35:55 PM Signed: 9/19/2024 2:45:43 PM

Electronic Record and Signature Disclosure:
    Accepted: 9/13/2024 1:35:55 PM
    ID: 3f68d4c3-8453-456d-abef-106080fa2ed4		

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
Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/19/2024 2:45:45 PM

Electronic Record and Signature Disclosure:
    Accepted: 9/13/2024 4:46:24 PM
    ID: a665a2a3-2be0-47c0-b8c1-519f6ea25ef0		

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 9/19/2024 2:45:46 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2024 11:55:13 AM
Envelope Updated	Security Checked	9/13/2024 12:51:17 PM
Certified Delivered	Security Checked	9/13/2024 1:35:55 PM
Signing Complete	Security Checked	9/19/2024 2:45:43 PM
Completed	Security Checked	9/19/2024 2:45:46 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.

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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:
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 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.
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

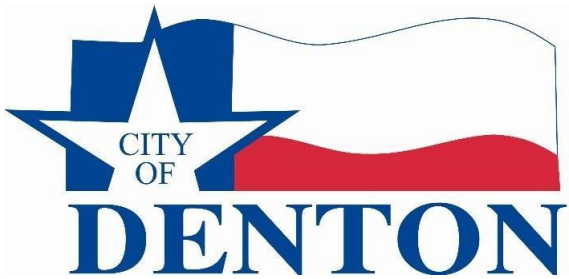| Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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DocuSign Transmittal Coversheet

File Name	7817 Workflow-Design System, Schneider Change Order 3 (Amendment)
Purchasing Contact	Christa Christian

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Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
003	1914 / U2-220851481	Joey Lim
SUBJECT		**ENTRY DATE**
Custom Workflow		01/23/2025
DESCRIPTION		

In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled "Designer XI and SPIDAcalc Implementation" as follows:

Task #1.3.3 will be added as follows:

1.3.3 Custom Designer XI and Maximo Integration Workflow

Schneider Electric will add new code into Designer XI Dynamic Workflow to facilitate the workflow required to meet Denton Municipal Electric's business process. The proposed workflow is depicted in the table below:

Step #	User Activity	Application (Maximo)	Application (DXI)	Maximo WO Status	DXI WO Status
1	Maximo users create a work order in Maximo	Work Order is set to INDSGN Status	N/A	INDSGN	N/A
2	Maximo users send the work order to DXI for GIS Design	*Maximo sends WO to DXI with WO Status = INDSGN*	DXI creates a new WO and design	INDSGN	INDSGN
3	DXI users perform design activities in DXI	N/A	Create, update and review designs Multiple design may exist in DXI	Maximo Status	INDSGN
4	DXI design ready for cost estimation	N/A	Enable users to send design to Maximo for cost estimate Send for Cost estimation button is enabled at all time for all designs	Maximo Status	INDSGN
5	DXI users send design to Maximo for cost estimation	N/A	*Sends design to Maximo for cost estimation* Status changes from INDSGN to WAPR following sucessfully transmission to Maximo Multiple designs can be sent to Maximo for cost estimation. Each remain editable	Maximo Status	WAPR
6	Maximo users review design and cost estimate	Facilitate review/approval process	N/A	Maximo Status	WAPR
7	Maximo users reject and send design to DXI for revision no formal messaging - user will go to designer directly and make revision and DXI will resend to Maximo for cost estimation	*Maximo sends WO to DXI with WO Status = INDSGN, include Design ID* Go to step #3 and repeat steps	Change work order status to INDSGN Return to step #3 for design revision (OOTB solution does not generate email notification)	Maximo Status	INDSGN
8	Maximo users approve design cost and prepare for construction	*Maximo sends WO to DXI with WO Status = WSCH/WDEV, include Design ID* This is a notification of Maximo WO Approval and construction can begin	If current DXI WO Status <> WSCH/WDEV then Enable push-to-GIS, else do nothing DXI may receive more than one message from Maximo with WO status = WSCH or WDEV Only 1 design will be enable for push-to-GIS; and remaining designs will nolonger be visible in DXI	WSCH/WDEV	WSCH/WDEV
9	DXI users Push the design to GIS	N/A	Push-to-GIS Fails. Repeat until sucessful	Maximo Status	WSCH/WDEV
10			Push-to-GIS successfully Design will disappear from Designer XI queue		COMP
11	Maximo users plan and schedule for construction	facilitate construction planning and process	N/A	Maximo Status	N/A
12	Construction in progress	As-built, inspection and other processes will be facilitated through Maximo and GIS	N/A	Maximo Status	N/A
13	Construction complete	As-built, inspection and other processes will be facilitated through Maximo and GIS	N/A	Maximo Status	N/A

This task will include:

- Develop Component Specification (Technical Design Document)
- Evaluate impact of UN data on the custom workflow
- Revise existing Test Plan
- Identify Regression Test Cases as needed

- Migrate changes to DME DEV Environment
- Conduct Factory Acceptance Test (FAT)
- Migrate changes to DME TEST Environment
- Support DME System Acceptance Testing (SAT)

Schneider Electric Deliverable(s):
- Component Specification
- Revised Test Plan

DME Responsibilities:
- Perform Regression testing as identified/needed
- Perform SAT

In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

|				
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	17%	$104,630.00
7	1.3.3	Custom Designer XI and Maximo Integration Workflow Contract signing		$21,141.00
8	1.3.3	Custom Designer XI and Maximo Integration Workflow Complete development		$21,140.00
9	1.4	Test and Acceptance Planning	3%	$18,080.00
10	1.5	Installation & Configuration of Denton DEV	11%	$66,610.00
11	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
12	1.6.3	Installation & Configuration of Denton TEST	2%	$12,100.00
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16	2.1	SPIDA Design Sessions	3%	$16,330.00
17	2.2	SPIDA Client File Configuration	4%	$27,050.00
18	2.3	SPIDA Consulting	1%	$4,750.00
19	2.4	SPIDA Onsite Training	3%	$7,940.00
		TOTAL SERVICES COSTS:		$637,101.00

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Total Cost

Total of this Change Order: **$42,281.00**

Total Services Cost was: **$ 594,820.00.**   Total Services Cost upon approval of this CO3: **$637,101.00.**

Schedule Impact

This change order will require System Acceptance Testing timeline to be extended by one (1) week. The work related to this change order will start upon signing of this change order and pending to Schneider Electric resource availability.
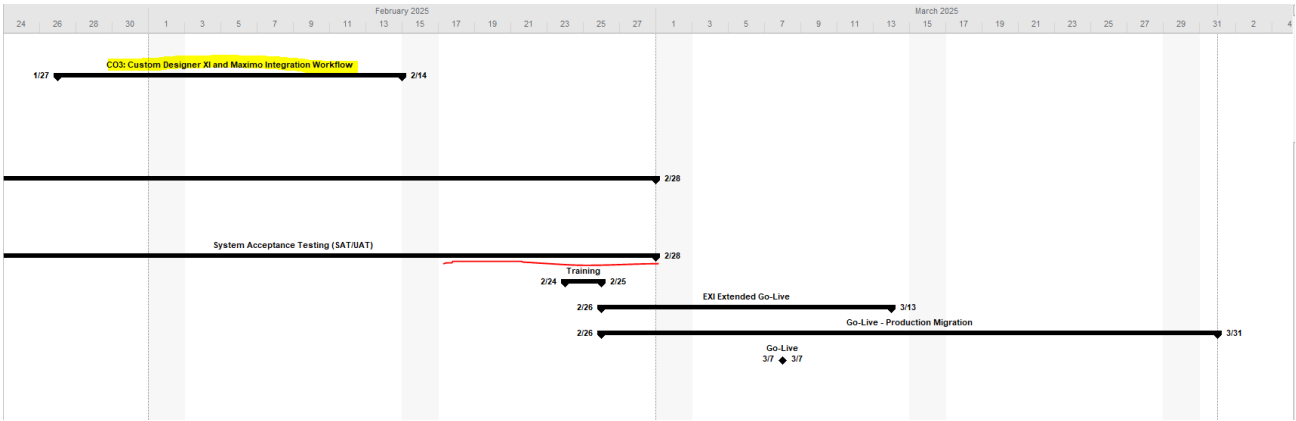
Legends:

- Yellow highlight: timeline for this change order
- Redline: impacted timeline

ACCEPTED AND AGREED:

Denton Municipal Electric
(Client)

Signature: *Christa Christian*
6A8263DE08F4429...

Printed Name: Christa Christian

Title: Purchasing Supervisor

Date: 2/3/2025

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: *Drew Ditter*
D45DC39F54D5417...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 2/3/2025

Certificate Of Completion

Envelope Id: 8091C2D6-1FA8-4388-B78D-6880CBD85344

Subject: ***Purchasing Approval*** 7817 Workflow-Design System, Schneider Change Order 3 (Amendment)

Source Envelope:

Document Pages: 4	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 2	Christa Christian
AutoNav: Enabled		901B Texas Street
EnvelopeId Stamping: Enabled		Denton, TX 76209
Time Zone: (UTC-06:00) Central Time (US & Canada)		Christa.Christian@cityofdenton.com
		IP Address: 198.49.140.10

Status: Completed

Record Tracking

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1/29/2025 4:27:06 PM	Christa.Christian@cityofdenton.com	

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 1/30/2025 8:15:01 AM Viewed: 1/30/2025 8:15:14 AM Signed: 1/30/2025 8:15:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	[Signature: ML] Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/30/2025 8:15:29 AM Viewed: 1/30/2025 12:05:30 PM Signed: 1/30/2025 12:10:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Drew Ditter drew.ditter@se.com Global Operations Director Security Level: Email, Account Authentication (None)	Signed by: [Signature: Drew Ditter] D45DC39F54D5417... Signature Adoption: Pre-selected Style Using IP Address: 38.75.239.208	Sent: 1/30/2025 8:15:29 AM Resent: 1/30/2025 8:17:01 AM Resent: 1/30/2025 12:10:37 PM Viewed: 1/31/2025 9:06:37 AM Signed: 2/2/2025 9:12:49 PM

Electronic Record and Signature Disclosure:
   Accepted: 1/31/2025 9:06:37 AM
   ID: cb4a0830-4661-4259-8424-933e8e615927		

Christa Christian christa.christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: [Signature: Christa Christian] 6A8263DE08F4429... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/2/2025 9:12:51 PM Viewed: 2/3/2025 11:37:50 AM Signed: 2/3/2025 11:38:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

| Signer Events	Signature	Timestamp
Jerry Looper jerry.looper@cityofdenton.com JL Security Level: Email, Account Authentication (None)	Initial JL Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/3/2025 11:38:08 AM Viewed: 2/3/2025 12:27:40 PM Signed: 2/3/2025 12:28:34 PM

Electronic Record and Signature Disclosure:
　Accepted: 2/3/2025 12:27:40 PM
　ID: 18af5ea4-956c-4695-9625-4969a641ded0

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 2/3/2025 12:28:35 PM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2025 8:15:01 AM
Envelope Updated	Security Checked	1/30/2025 8:17:00 AM
Envelope Updated	Security Checked	1/30/2025 8:17:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Certified Delivered	Security Checked	2/3/2025 12:27:40 PM
Signing Complete	Security Checked	2/3/2025 12:28:34 PM
Completed	Security Checked	2/3/2025 12:28:35 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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