



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Meeting Agenda Public Utilities Board

Monday, September 15, 2025

9:00 AM

Council Work Session Room

REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD

Citizens will be able to participate in the following way:

- eComment – The agenda was posted online at <https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the Public Utilities Board immediately upon submission and recorded by the Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the Public Utilities Board of the City of Denton, Texas will convene in a Regular Meeting on Monday, September 15, 2025 at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

This section of the agenda permits a person to make comments regarding public business on items as listed on the agenda. Each speaker will be allowed a maximum of four (4) minutes. Such person(s) shall have registered under the REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD detailed at the beginning of this agenda. Registration is required prior to the time this agenda item is read into the record.

2. CONSENT AGENDA

Each of the items on the Consent Agenda is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations. Approval of the Consent Agenda authorizes the City Manager or designee to implement each item in accordance with the Staff recommendations. The Public Utilities Board has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

Listed below are bids, purchase orders, contracts, and other items to be approved for payment or other action under the Consent Agenda (Agenda Items A – B). This listing is provided on the Consent Agenda to allow Public Utilities Board Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

- A. [PUB25-155](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas

home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Power Engineers, Inc., amending the contract approved by City Council on October 18, 2022, in the not-to-exceed amount of \$1,815,181.00, said first amendment for the conversion of Geometric Network to Utility Network for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-002 – providing for an additional first amendment expenditure amount not-to-exceed \$485,000.00, for a total contract amount not-to-exceed \$2,300,181.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Original Ordinance and Contract](#)
[Exhibit 3 - Ordinance and Amendment 1](#)

- B. [PUB25-156](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in the not-to-exceed amount \$434,596.00, said first amendment to provide project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 – providing for an additional first amendment expenditure amount not-to-exceed \$145,048.00, for a total contract amount not-to-exceed \$579,644.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Original Ordinance and Contract](#)
[Exhibit 3 - Ordinance and Amendment 1](#)

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [PUB25-160](#) Consider approval of the August 25, 2025, minutes.

Attachments: [8.25.25 PUB Minutes](#)

- B. [PUB25-162](#) Management Reports
1. Notice of Approval to Execute TWDB Financial Agreement Memo
 2. Future Agenda Items
 3. New Business Action Items

Attachments: [1. Notice of Approval to Execute TWDB Financing Agreement Memo](#)
[2. Future Agenda Items](#)
[3. New Business Action Items](#)

4. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Public Utilities Board or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutory recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on September 8, 2025, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.



City of Denton

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Legislation Text

File #: PUB25-155, **Version:** 1

AGENDA CAPTION

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Power Engineers, Inc., amending the contract approved by City Council on October 18, 2022, in the not-to-exceed amount of \$1,815,181.00, said first amendment for the conversion of Geometric Network to Utility Network for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-002 - providing for an additional first amendment expenditure amount not-to-exceed \$485,000.00, for a total contract amount not-to-exceed \$2,300,181.00).



AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: September 15, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Power Engineers, Inc., amending the contract approved by City Council on October 18, 2022, in the not-to-exceed amount of \$1,815,181.00, said first amendment for the conversion of Geometric Network to Utility Network for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-002 – providing for an additional first amendment expenditure amount not-to-exceed \$485,000.00, for a total contract amount not-to-exceed \$2,300,181.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Denton Municipal Energy (DME) is implementing Aspentech's Advanced Distribution Management System (ADMS) and ESRI's new Utility Network model (UN), aimed at replacing the existing Outage Management System (OMS) and ESRI's existing Geometric Network model (GN) to achieve greater grid resilience, real-time monitoring, and improved outage response capabilities. The project efforts have expanded due to the correlating projects for the new OMS/ADMS and GIS.

This change order requests additional efforts by Power Engineers to provide added GIS Technician Support for maintaining the existing and new network models while the new ADMS system is being deployed. It also provides ongoing support for the UN through April 2026. It is crucial to have both GIS systems run simultaneously to support the existing OMS and future ADMS network model.

This change order will fund the following 3 tasks:

- Task 17-GIS Technician Support expanded by adding two more technicians and extended through April 2026: **\$360,000**
- Task 18-Ongoing UN Support through April 2026: **\$86,000**
- Task 0-replenishment of this PM task, for a minimal level of ongoing PM support: **\$39,000**
- **Total: \$485,000**

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 18, 2022, City Council approved a contract with Power Engineers Inc., in the not-to-exceed amount of \$1,815,181.00 (Ordinance 22-2050).

RECOMMENDATION

Award a contract to Power Engineers, Inc., for the conversion of Geometric Network to Utility Network for Denton Municipal Electric, in a not-to-exceed amount of \$485,000, for a total amended contract amount of \$2,300,181.

PRINCIPAL PLACE OF BUSINESS

Power Engineers, Inc.
Hailey, ID

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval, with a completion date by August 1, 2026.

FISCAL INFORMATION

These services will be funded from DME pre-qualified engineering services account 605171500.1360.3980. Purchase Order #201643 will be revised to include the first amendment amount of \$485,000. The budgeted amount for this item is \$2,300,181.

EXHIBITS

- Exhibit 1: Agenda Information Sheet
- Exhibit 2: Original Ordinance and Contract
- Exhibit 3: Ordinance and Amendment 1

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

Legal point of contact: Marcella Lunn at 940-349-8333.

ORDINANCE NO. 22-2050

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH POWER ENGINEERS, INC., TO PROVIDE PROFESSIONAL SERVICES TO MIGRATE THE ESRI GEOSPATIAL NETWORK TO ESRI UTILITY NETWORK; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-002 – PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES AWARDED TO POWER ENGINEERS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,815,181.00).

WHEREAS, on December 14, 2021, the City Council approved a pre-qualified professional services list of professional engineering services for Denton Municipal Electric (Ordinance 21-2687), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Power Engineers, Inc., to provide professional engineering services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

The motion to approve this ordinance was made by Brian Beck and seconded by Jesse Davis. This ordinance was passed and approved by the following vote [7 - 0]:

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

PASSED AND APPROVED this the 18th day of October, 2022.

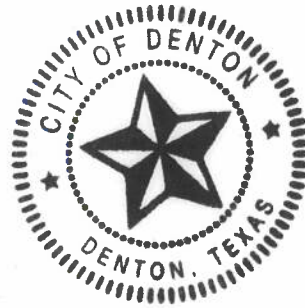



 GERARD HUDSPETH, MAYOR

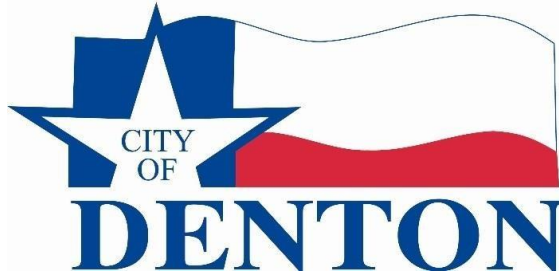
ATTEST: DEPUTY
ROSA RIOS, CITY SECRETARY
JESUS SALAZAR

BY:  _____

APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY



BY:  _____
 Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
 Date: 2022.09.15 16:02:22 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7804-002
File Name	Conversion of Geometric Network to Utility Network
Purchasing Contact	Christa Christian
City Council Target Date	OCTOBER 18, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-2050

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

(7804-002 Conversion of Geometric Network to Utility Network)

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Power Engineers, Inc., with its corporate office at 3940 Glenbrook Drive, Hailey, ID 83333 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Conversion of Geometric Network to Utility Network (the "PROJECT").

SECTION 1

Scope of Services

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

SECTION 2

Compensation and Term of Agreement

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$1,815,181 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 **Obligations of the Engineer**

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

The tangible work product, including but not limited to requirements documents, reports, code, or other deliverables (the "Deliverables") first developed, created, or produced by ENGINEER and required to be delivered to CITY pursuant to this AGREEMENT shall become the property of CITY upon the later of: i) delivery of such Deliverables to CITY or, ii.) receipt of payment by ENGINEER for the Deliverables. Notwithstanding the above, ENGINEER shall have unlimited rights in such Deliverables, to the extent such Deliverables do not contain the proprietary information of CITY, which rights shall include the right to use, duplicate or disclose the Deliverables in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so. All information and material which is owned by ENGINEER and used by ENGINEER in the

performance of this AGREEMENT shall remain the exclusive property of ENGINEER whether or not such information or material was incorporated in, adapted for use in, or used to produce any Deliverables delivered under this AGREEMENT, unless otherwise specified in an individual Task Order.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

- (1) The ENGINEER shall provide opinions of probable costs based on the current

available information at the time of preparation, in accordance with Attachment A.

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

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

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

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working

hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

- ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers’ Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer’s liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the services provided. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion services.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all

required insurance shall be attached to this AGREEMENT prior to its execution.

- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

- j. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- k. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- l. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

Q. Dispute Resolution

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to these Terms, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved during the normal course of business. Within thirty (30) days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If the dispute is not then resolved, either Party may give the other written notice that these executive negotiations are concluded. As allowed by the laws of the State of Texas and without waiving any applicable immunity, negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the Parties.

In the event that the Parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded

negotiations and following the Commercial Mediation Rules published by the American Arbitration Association. Unless the Parties agree otherwise, mediation shall be held in Denton County, Texas. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for mediation shall be filed in writing with the other Party to this Agreement. The demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The Parties shall mutually agree on any such mediator and share equally the costs and fees of the mediator. Each Party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation

R. Limitation of Liability

Notwithstanding any other provision of this AGREEMENT to the contrary, the liability of either party and to all entities having contractual relations with either party in connection with this AGREEMENT, for any claim whatsoever related to this AGREEMENT, including any cause of action in contract, tort or strict liability, and including any obligations to indemnify the other party as set forth in this AGREEMENT, shall not exceed the value of the total compensation received by ENGINEER under this AGREEMENT.

Neither ENGINEER/CITY nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

S. Warranties

Within thirty (30) days from the date of providing any service hereunder, should such service be found to be defective by the CITY, CITY shall identify the nature of such deficiency in writing and ENGINEER shall have thirty (30) days from the date of receipt of such notice to correct, re-perform or replace the defective services or item.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

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

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

Q. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

R. Prohibition Against Personal Interest In Contracts

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

S. Agreement Documents

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

Attachment A - Scope of Work

ATTACHMENT B - CONFLICT OF INTEREST FORM

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on 10/18/2022

ENGINEER

DocuSigned by:
Holger Peller
BY: _____
5B3E24EEA4334C7...

Printed Name: Holger Peller

Title: EVP Power Delivery
2087880582

PHONE NUMBER

holger.peller@powereng.com

EMAIL ADDRESS

2022-938303

**TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER**

DocuSigned by:
Rosa Rios
BY: _____
1C5CA8C9E175493...

**APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY**

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

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

DocuSigned by:
Antonio Puente

E3760944C2BE4B5...
SIGNATURE **Antonio Puente**

PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
BY: _____
5236DB296270423...

**ATTEST:
ROSA RIOS, CITY SECRETARY**

Denton Municipal Electric

Geometric Network to Utility Network Migration

Bill Hoisington

BUSINESS DEVELOPMENT MANAGER

(920) 328 0821

bill.hoisington@powereng.com





WWW.POWERENG.COM

July 22, 2022

Jerry Looper
System Operations Manager
City of Denton Municipal Electric
901 B Texas St.
Denton, TX 76209

Subject: Geometric Network to Utility Network Migration

Dear Mr. Looper:

POWER Engineers, Incorporated (POWER) is pleased to submit our proposal to Denton Municipal Electric (DME) for DME's Utility Network GIS Conversion project. As a Gold Esri business partner and having assisted numerous utilities in transitioning to the Utility Network, POWER can provide the necessary expertise to assist in the migration to the Utility Network.

- » **Proven Experience** – We have completed dozens of Utility Network assessments using a proven process for completing them effectively and efficiently for each client. POWER was the first company to receive the Utility Network Management Specialty designation from Esri. We are currently the only Esri business partner to have Utility Network Management Specialty designation for electric, gas and water. This endorsement recognizes our expertise with utilities and the implementation of solutions and services using the ArcGIS Utility Network Management Extension.
- » **Production Utility Network** – POWER is one of a select few companies to complete full production implementation of the Utility Network. We know what it takes to get a Utility Network project across the finish line. We have completed full production Utility Network deployments for electric, gas and water utilities.
- » **Known Resource** – DME has worked with POWER in the past on successful GIS projects. POWER and the DME have a negotiated contract that can be used for this project.

We appreciate the opportunity to present this proposal for your review. We look forward to working with DME to assist with supporting the GIS. If you have any questions regarding our submittal, please feel free to contact me at 1-920-328-0821 or bill.hoisington@powereng.com at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Bill Hoisington".

Bill Hoisington
Business Development Manager

Contents

Cover Letter.....	1
Table of Contents	2
Work Plan	1-1
Budget.....	2-1
Proposed Schedule.....	3-1
Appendix A – Schneider Electric Proposal	A-1

1. Work Plan

PROJECT UNDERSTANDING

Denton Municipal Electric (DME) is seeking a Systems Integrator vendor for DME's migration from the ArcGIS Geometric Network (GN) to the ArcGIS Utility Network (UN). This is for the complete electric distribution system modeled down to the customer meter (overhead and underground) with subsequent post-migration tasks of adding in the transmission and substation system data and installing ArcFM Solution XI Series products.

DME's current ArcGIS Enterprise 10.6.1 environment and ArcFM 10.6.1 will be kept in place while the Utility Network is being implemented in a new environment. This will ensure all current GIS system integrations, applications, and services across the DME enterprise are kept intact without disruption while new system integrations are being setup against a synced version of the UN data.

WHAT YOU GAIN WITH OUR WORK PLAN

POWER is using the scope of work provided by DME as the basis of the development of this scope of work. We have provided our list of deliverable and clarifications for project under the DME scope.

WORK BREAKDOWN SUMMARY

0.	Project Management	3
1.	Change Management and User training	4
1.1	Change Management	5
1.2	Training	5
2.	System Architecture Design and Tuning	7
2.1	ArcGIS Enterprise System Health Check.....	8
2.2	ArcGIS Enterprise Architecture	8
3.	ArcGIS Enterprise System Implementation	9
3.1	Install Test Environment.....	10
3.2	Validate Test Environment	10
3.3	Install Production Environment.....	10
3.4	Validate Production Environment	10
3.5	On-Going ArcGIS Enterprise Support	10

4.	Data Quality Assessment and Data Cleanup Support.....	11
4.1	Initial Data Mapping.....	12
4.2	Initial Data Conversion	12
4.3	Create QA/QC Display	12
4.4	Initial Topology Enable	12
4.5	Gap Analysis & Assessment Report	12
4.6	Source Data Cleanup	13
5.	Database Design & Schema Mapping.....	13
5.1	Extending the Data Model Workshop	14
6.	Test Loads, Dirty Areas, Subnetworks, & Trace Testing.....	14
6.1	Update Initial Asset Package	15
6.2	Load Data	15
6.3	Create Utility Network File Geodatabase.....	15
6.4	Identify and Configure Subnetwork Controllers	15
6.5	Assign Terminals	15
6.6	Update Subnetworks	16
7.	Asset Package Creation & Enterprise Geodatabase Load	16
7.1	Export Asset Package	17
7.2	Stage & Apply Asset Package	17
7.3	Enable Topology and Update Subnetworks	17
8.	Geometric Network to Utility Network Migration and Data Synchronization	17
8.1	Develop Production Shadow UN	18
8.2	Test Production Shadow UN	18
8.3	Deploy Production Shadow UN	18
9.	Utility Network System Implementation	19
9.1	Enable Version Management	20
9.2	Configure and Publish Utility Network Feature Services	20
9.3	Configure Network Diagram Service	20
10.	Incorporation of Transmission and Substation Data to Utility Network ..	20
10.1	Substation and Transmission Utility Network Design	21
10.2	Substation and Transmission Utility Network Migration.....	22
10.2.1	Digitizing.....	22
10.2.2	Shadow UN Setup.....	22
11.	ArcFM Solution XI Series Installation and Configuration	22
12.	Utility Network integrations	22

0. PROJECT MANAGEMENT

OBJECTIVES

- » Kick off the project and provide planning, scheduling, organizing, monitoring, cost control, reporting, and management of the individual tasks and subtasks required for project completion. POWER will:
- » Facilitate the Kickoff Meeting
 - The DME and POWER project teams will meet to confer on the rules of engagement and communication protocols.
 - The goal is to establish the project personnel and their roles for the project tasks and to make sure everyone is on the same page regarding the work that will be done and the schedule/deadlines for all project tasks.
- » Implement a plan of action to complete the work in an organized and timely manner.
 - This will include basic elements of a standard Project Management Plan (PMP) including a communication plan and a risk management plan.
- » Work with DME project management to ensure that any resourcing or scheduling issues are handled in a timely manner that doesn't impact the project schedule.
 - This includes ensuring all key personnel are available and able to complete their tasks during critical phases of the project.
 - If any resourcing changes need to occur after project kickoff, POWER will ensure that DME is made aware with as much notice as is practical and will manage any required transition planning.
 - POWER also recognizes that the Subject Matter Experts (SMEs) at DME continue to support a production environment, and as such, will work with DME project manager to ensure that meetings occur in a timely manner without overburdening the DME team.
- » Facilitate weekly meetings to discuss project status, outstanding tasks, responsibilities, risks, and project deliverables.
 - During these meetings, POWER will maintain a risk register for the project to capture and manage risks.
- » Provide POWER and DME management with accurate and timely data on progress and expenditures to allow for effective project control.
- » Enforce project quality standards and procedures.

DELIVERABLES

- » Kickoff agenda and meeting notes
- » Basic Project Management Plan (PMP)
- » Weekly status meetings and meeting notes
- » Weekly status reports
- » Monthly or milestone-based invoices
- » Project Management activities and coordination

CLARIFICATIONS

- » DME will assign a resource who is familiar with the server environment that hosts the GIS.
- » DME will assign a point of contact to work with POWER's PM for the duration of the project.
- » The weekly status meetings will be no more than an hour in duration.
- » Project coordination time is budgeted across the entire length of the project.
- » Project delays and extensions could require additional project coordination hours.
- » One onsite trip is included in this task.

1. CHANGE MANAGEMENT AND USER TRAINING

OBJECTIVE

- » Effective change management and training are critical components to ensuring the successful implementation and future usage of the Utility Network for all DME users. The Vendor shall have change practitioner staff that will assist DME staff with all steps of the Utility Network migration, from creating initial awareness of the upcoming change to putting in place solutions that will help reinforce the change and help DME maximize their return on investment. The Vendor shall provide DME a detailed change management and user training plan to be used for this scope of work.
- » Recorded user training sessions shall be provided to DME staff, including Power Points, videos, and other reference material, for the following areas:

DELIVERABLES

- » Change Management Project
 - » Esri Utility Network Training
-

CLARIFICATIONS

- » One onsite trip is included in this task.
- » POWER will propose an Organizational Change Management (OCM) approach and plan of action, to be reviewed and approved by DME before beginning its implementation.
- » No OCM effort can succeed without strong support from organizational leaders. POWER will coordinate with DME project staff to identify DME executive sponsors and, if appropriate, an Executive Steering Committee that will guide and support the project while also holding both POWER and DME staff accountable for the progress of Change Management efforts.

1.1 Change Management

Unless DME has a preferred methodology for Organizational Change Management, POWER recommends the ADKAR process, as follows:

- » A Build Awareness. This is addressed through communications efforts, a change readiness assessment, and an impact analysis.
- » D Build Desire. Addressed through various change management activities and stakeholder engagement.
- » K Build Knowledge. Addressed through support of training efforts and knowledge transfer for post go-live business continuity.
- » A Support Ability. Addressed through assessments to identify gaps and training needs for end-users to improve and reach proficiency in the new systems.
- » R Include Reinforcement. Addressed through corrective action and recognizing and rewarding achievements.

1.2 Training

When organizational change is centered on the introduction of new technical processes and tools, it is especially important to equip the organization with knowledge of those processes and tools.

POWER will provide a list of Esri training courses, both free and paid, to cover the topics listed below. All instructor-led training costs are available on the Esri Training website.

Rather than develop training that is readily available, POWER would instead focus on providing customized workflow editing training. This type of training will be aligned with DME's needs and provide added value on top of the Esri training.

- » Introduction to the Utility Network
 - Esri
 - > Getting Started with the ArcGIS Utility Network -- free tutorial
 - > ArcGIS Network Management: Utility Network Overview -- free tutorial
 - POWER
 - > Introduction to the UN -- key concepts users will need to understand prior to working with data in the Utility Network
- » Using ArcGIS Pro: Editing the Utility Network
 - Esri
 - > Working with Utility Networks in ArcGIS - 2-day, instructor-led
 - > Validate Edits in the Utility Network with Attribute Rules -- free tutorial
 - POWER
 - > Editing the Utility Network -- Custom Workflows
- » Configuration: ArcGIS Pro
 - Esri
 - > ArcGIS Pro: Tips & Tricks -- free tutorial

- > Migrating to ArcGIS Pro from ArcMap -- free training seminar
- > ArcGIS Pro Basics -- free web course
- > Getting Started with ArcGIS Pro -- free web course
- > ArcGIS Pro Tasks: An Introduction -- free tutorial
- > Sharing Maps and Layers with ArcGIS Pro -- free with maintenance
- > ArcGIS Pro: Essential Workflows -- 3-day, instructor-led
- » Configuration: Arcade
 - Esri
 - > ArcGIS Arcade: An Introduction -- free
 - > Introduction to ArcGIS Arcade -- free with maintenance
 - > Pump Up Your Popups with Arcade Expressions -- free
 - > Arcade in ArcGIS Dashboards -- free video
 - > Using Arcade Expressions in ArcGIS Dashboards -- free with maintenance
 - > Using Arcade with ArcGIS Field Maps -- free
- » Configuration: Utility Network
 - Esri
 - > Configuring Utility Networks in ArcGIS -- 2-day, instructor-led
- » Configuration: ArcGIS Enterprise
 - Esri
 - > ArcGIS Enterprise: Security Best Practices -- free
 - > ArcGIS Enterprise: Administration Workflows -- 3-day, instructor-led
 - > ArcGIS Enterprise: Data Storage Strategies -- free
 - > ArcGIS Enterprise: Publishing Content and Services -- free
- » Administration: Utility Network
 - Esri
 - > Configuring Branch Versioning in ArcGIS -- 1-day, instructor-led
 - > Version Management -- free

POWER can provide a follow-up introduction to Utility Network training that will provide further insight into the Utility Network and prepare users for participating in the data modeling workshops and review sessions. POWER will also work with DME to develop custom training plans for editing Utility Network data that are built around DME's current workflows.

2. SYSTEM ARCHITECTURE DESIGN AND TUNING

OBJECTIVE

- » To ensure DME's enterprise GIS system is architected and sized appropriately to meet the functional and technical needs of the organization and the ArcGIS Utility Network, DME is requesting assistance with architecting and sizing their ArcGIS Enterprise environment. DME's preference is to investigate hybrid cloud deployment models for the future-state GIS architecture.
 - » The assessment shall evaluate DME's current enterprise GIS configuration along with the future needs of the ArcGIS Utility Network and provide recommendations for the system architecture design and system sizing. Results from the assessment shall be summarized in a report and provided to DME as recommendations for future system architecture design, and cover the following components:
 - ArcGIS Enterprise System Architecture Design
 - Server sizing
 - Workstation Specifications
 - Mobile Devices and Connectivity
 - Security Risk Management
-

DELIVERABLES

- » ArcGIS Enterprise System Health Check Document
 - » ArcGIS Enterprise System Architecture Design Document
-

CLARIFICATIONS

- » Final design will include one Development, Test, PROD environment located at a cloud (AWS or Azure) provider and include VM specifications. The environment will consist of:
 - MS SQL Server Database
 - Portal for ArcGIS
 - ArcGIS Server
 - ArcGIS Data Store
 - ArcGIS Web Adaptor
- » The production environment will be designed for high availability.
- » The architecture assumes Microsoft SQL Server will be the technology deployed for the database.
- » DME will provide documentation on any required integrations with the ArcGIS Enterprise environment.

- » DME will be responsible for the connection between on-premises and the cloud provider.
- » DME will be responsible for all ArcGIS Enterprise licenses.
- » DME will be responsible for all SSL certificates.
- » DME will be responsible for all external DNS entries.
- » There are no planned "Tuning" activities in the current environment. The performance requirements will be taken into account when determining system specifications. This is no planned user training; however, the Enterprise System Architecture deliverable will be presented. The deliverable presentation meeting may be recorded.

2.1 ArcGIS Enterprise System Health Check

POWER recommends performing a health check on the current ArcGIS environment as the first step in the architecture design.

The focus of the Health Check is to ascertain how the core GIS applications align with best practices and how they are performing. Usually, custom applications and custom integrations are not included in the review, but POWER will need to be aware of these.

POWER will run tools/scripts over several days to collect operational information for the ArcGIS Enterprise environment. The information collected will be summarized and recommendations that would help improve the environment will be documented.

This effort will require close collaboration with the Client GIS team and support from the Client IT teams potentially. During this process, a discussion with GIS project teams is usually helpful to gain a full perspective of user behavior and application usage and integrations, to capture a full inventory of applications and services, and to discover any current issues within the operating environments. The health check will validate what custom components may need re-compile to successfully deploy in the new operating environment.

2.2 ArcGIS Enterprise Architecture

Based on the analysis performed and review of the system health check results, POWER will create an ArcGIS Enterprise architecture document for three environments (DEV, TEST and PROD) to be deployed to a cloud provider (AWS or Azure). The document will include sizing and configuration information and a narrative description explaining the cloud environment setup.

POWER may schedule meetings with IT or GIS team members to clarify requirements for networking, security, interfaces, reporting and data processing. Requests for meetings will be sent to the DME Project Manager and will be made in advance with the list of topics to cover.

3. ARCGIS ENTERPRISE SYSTEM IMPLEMENTATION

OBJECTIVE

- » Based on the results of the system architecture design and system tuning assessment task, DME is requesting support with the implementation of ArcGIS Enterprise test and production systems as architected. The synced UN data shall live in the test environment, as it will be used for testing new system integrations and end-user training. The UN data will move into the production environment once all system integrations are in place and the GN can be retired.
-

DELIVERABLES

- » Development, Test and Production ArcGIS Enterprise System Implementations.
 - Development ArcGIS Enterprise Environment
 - Test ArcGIS Enterprise Environment
 - A Highly Available PROD ArcGIS Enterprise Environment
 - One cloud-based ArcGIS Pro virtual desktop for use with the test and production environments. This baseline setup can be used to create additional desktop clients as needed.
 - » Updated ArcGIS Enterprise System Architecture Design Document (if changes were introduced during the implementation).
 - » Installation notes documenting specific settings or variations from the Esri provided installation documentation.
-

CLARIFICATIONS

- » DME will own the AWS/Azure account and be responsible for all billing.
- » DME will provided the required access to allow POWER to deploy the environment to AWS/Azure.
- » POWER will install ArcGIS Enterprise 10.9.x software in environment. This includes:
 - MS SQL Server Database
 - Web Adaptor
 - Portal for ArcGIS
 - ArcGIS Server
 - Datastore
- » POWER will patch the ArcGIS environment to the latest recommended level by Esri.
- » DME will be responsible for all OS-level patches following deployment.
- » DME will be responsible for creating and maintaining backups.
- » DME is responsible for logging all Esri/SE bugs.

- » Upon completion of this task, the environments will be available for the UN development and data team to begin to use.
- » Some sample data and services will be populated in the environments such that the setup can be validated. The environments will be populated with DME data and content in subsequent aspects of the project.

3.1 Install Test Environment

The cloud database and the cloud ArcGIS Enterprise will be deployed following the configurations outlined in the architecture document. The deployment will follow best practices and be in full working order at the completion of the task.

An ArcGIS Pro virtual desktop will be configured to allow for validation of the environment and cloud access for users.

3.2 Validate Test Environment

The infrastructure will be validated using generic Esri provided data initially. The client will perform non-production functional testing at the appropriate time once converted data can be loaded. The client testing will ensure business processes that rely on the GIS environment complete without issue. POWER will support the effort by correcting any system configuration issues that are discovered during the testing process. The client will also verify the interfaces to and from the GIS operate correctly.

3.3 Install Production Environment

Following the same setup procedures that were development for the installation of the test environment, the production environment will be installed. Differences for high availability deployment will be noted in the installation notes deliverable.

3.4 Validate Production Environment

The infrastructure will be validated using generic Esri provided data initially. The client will perform non-production functional testing at the appropriate time once converted data can be loaded. The client testing will ensure business processes that rely on the GIS environment complete without issue. POWER will support the effort by correcting any system configuration issues that are discovered during the testing process. The client will also verify the interfaces to and from the GIS operate correctly.

3.5 On-Going ArcGIS Enterprise Support

POWER will provide on-going ArcGIS Enterprise Support to assist with changes and troubleshooting in the cloud environments.

4. DATA QUALITY ASSESSMENT AND DATA CLEANUP SUPPORT

- » To ensure a seamless transition from DME's GN to the UN data model, an initial data quality assessment has been performed against the GN and provided to DME as a report summarizing all items needing to be addressed prior to UN migration. The report will be provided as a reference.
- » According to the report, DME's data is in very good shape and steps have been taken to address the small number of anomalies identified during the data quality assessment. Given the timeframe since the initial assessment was performed, and as a prudent measure to ensure a seamless transition to the UN, the Vendor shall conduct an additional data quality assessment that performs the following data checks listed below, summarizing the appropriate checks for each GN feature class:
 - Duplicate geometry checks
 - Invalid geometry checks
 - Connectivity checks
 - Attribute values outside of their domains
 - Relationship checks
 - Critical attribute checks
 - Visual checks – Overhead to Underground Transitions
 - Visual checks – Phasing Anomalies
- » The Vendor shall assist DME with performing data clean-up tasks required to ensure a seamless migration and to take full advantage of UN functionality.

DELIVERABLES

- » Distribution Utility Network Data Quality Assessment and Error Report
- » A remote 2-hour meeting to review the Utility Network Data Assessment and Error Report and identify source data cleanup action items

CLARIFICATIONS

- » One onsite trip is included in this task.
- » DME will provide POWER with a file geodatabase containing all the features they would like considered in the assessment that are relevant to the Utility Network. Once POWER begins work on the assessment, no source data changes will be considered without additional cost to the project
- » The Utility Network data model will be provided by Schneider Electric and any delay in receiving the data model could result in slippage of the schedule
- » POWER will utilize ArcGIS Pro 2.9.x

- » Only features that would be migrated to the new Utility Network asset classes will be assessed in this task. Other features that rely on the new feature classes (e.g., annotation, dimension lines, etc.) will be categorized by an estimated level of effort to convert, but they will not be converted during the assessment task
- » Workshops will be conducted remotely, if DME prefers in-person workshops, this will entail additional costs not included in this estimate
- » POWER has included up to 240 hours for source data cleanup tasks.

4.1 Initial Data Mapping

POWER will examine the file geodatabase(s) provided and create initial data mappings of the source features to the appropriate target features of the Utility Network Model. These mappings will only consider the standard Utility Network data model and will continue to be refined in subsequent iterations of the conversion.

4.2 Initial Data Conversion

POWER will utilize our proprietary tools to perform the initial conversions of source data to the target Utility Network Asset Package.

4.3 Create QA/QC Display

POWER will create an initial display using the customer's existing symbols, in ArcGIS Pro, that will be used for Quality Assurance purposes. This display will also be used during the Utility Network Standards workshops to show what the customer's data will look like in the Utility Network.

4.4 Initial Topology Enable

POWER has developed a set of automated tools to facilitate the network build process (enabling network topology and updating subnetworks). The data assessment process is iterative, and during each phase of our assessment our tools produce a list of errors and proposed resolutions. It is not uncommon for the resolution of one set of errors to result in the uncovering of a new set of errors that were previously masked.

4.5 Gap Analysis & Assessment Report

POWER will provide the conversion matrix that was used to map DME's GIS features and attributes to the appropriate version of the Utility Network data model from Schneider Electric. In addition, POWER will provide information indicating which attributes in the existing data models do not directly map to attributes in the Utility Network model. This information will then be used to determine the extent that the off-the-shelf Utility Network data models provided by Schneider would need to be enhanced to contain all DME's GIS information.

The data quality portion of the report will contain information that can be used to determine the level of effort required to improve the quality of the existing GIS data prior to a full Utility Network Conversion.

The Assessment report will include the following information:

- A summary of the consistency of attribute data population in DME's existing GIS databases as it pertains to the Utility Network.

- An analysis of the availability of essential asset information in the existing data that will be required in the Utility Networks (e.g., device status, lack of unique identifier for each asset, etc.).
- A summary of data issues that were resolved programmatically and manually to enable the network topologies and update the subnetworks (e.g., invalid connectivity, multipart features, self-intersecting lines, coincident point features, midspan devices, etc.).
- A list of all connectivity rule modifications applied during the assessment.

POWER and DME will meet to review the data assessment report and source data cleanup issue resolutions. POWER and DME will determine and agree upon the resolutions that will be applied to the source data by POWER in the following task.

4.6 Source Data Cleanup

POWER will perform any manual source data cleanup issues required as a result of the data assessment. POWER will use the agreed upon resolutions to manually fix the source data prior to the Testing cycle data load and utility network configuration tasks.

5. DATABASE DESIGN & SCHEMA MAPPING

The Vendor shall conduct workshops with DME GIS and Engineering staff to properly align the database schemas of the current Geometric Network to the Utility Network. The workshops will include an assessment of all GN feature classes and tables, and their respective fields, subtypes, and domains. Clear documentation of mapping GN-UN feature classes, including tiers, subnetworks, asset groups, asset types, domains, associations, shall be summarized and provided to DME as a report deliverable for review and approval. Consideration shall also be given to the future use of ArcFM Solution XI Series products when building out the UN schema, incorporating any required ArcFM fields necessary for product use. A Utility Network asset package file geodatabase containing all schema components accompanied by a data dictionary highlighting all schema changes (additions and updates) made on top of the base UN electric schema shall be provided as a deliverable for DME review.

DELIVERABLES

- » Workshops and documents to Extend the Utility Network Data Model.
 - Electric Utility Network Data Model Workshop consisting of up to 5 separate sessions of 2-4 hours each.
 - Draft and final versions of the Utility Network Data Model Report.
- » A Utility Network Asset Package file database that includes the requested Schneider model changes.

CLARIFICATIONS

- » One onsite trip is included in this task.

- » Schneider Electric provides the base asset package and Utility Network.
- » Schneider Electric is available to participate in the design sessions under an agreement with DME.
- » Workshops will be conducted remotely, if DME prefers in-person workshops, this will entail additional costs not included in this estimate.
- » DME will provide a single, consolidated comments response to the Draft Utility Network Standards report.
- » DME will provide a single, consolidated comments response to the Draft Utility Network Data Model report.

5.1 Extending the Data Model Workshop

Using the initial data assessment report from Task 4.5, POWER will conduct a workshop focused on extending the Utility Network data model provided by Schneider Electric. POWER will work with DME to determine the Utility Network Asset Groups, Asset Types, and Domains/Values required to completely represent DME's assets.

POWER may conduct multiple Data Model workshops covering the following topics:

- Identify domain value changes, additions, and deletions.
- Review the schema mapping worksheet used during the data assessment to ensure that all unresolved or assumed items have been addressed.
- Review and finalize Utility Network connectivity rules.
- Determine additional attributes to support Engineering Analysis, Planning, or ADMS applications.

After the workshop(s), POWER will compile the information into a draft Utility Network Data Model report for DME review and approval.

6. TEST LOADS, DIRTY AREAS, SUBNETWORKS, & TRACE TESTING

- » The Vendor shall perform a test load of the GN data into a UN file geodatabase containing the built-out schema along with all connectivity rules. Loaded feature counts to the UN shall match the respective GN feature counts. If counts are off, steps shall be taken to identify the underlying issues to achieve matching feature counts.
- » If dirty areas are identified post-data load when validating network topology, steps shall be taken to resolve the source GN production data accordingly until zero dirty areas exist in the UN.
- » Subnetwork controller features representing the upstream endpoint of each feeder/circuit. Subnetwork controllers shall be identified in the ElectricDevice feature class and imported to the UN file geodatabase using the Import Subnetwork Controllers geoprocessing tool. Once successful assignment of subnetwork controllers is achieved, the Update Subnetworks geoprocessing tool shall be run to assign the downstream electric features to their correct subnetworks in order to perform tracing. All features shall be assigned to the

correct subnetwork. Quality control steps shall be carried out to ensure UN subnetwork geometry matches the feeder/circuit geometry from the GN data.

- » Once subnetworks are assigned to the electric features, trace testing shall be carried out against multiple feeders/circuits using the UN trace tools. Upstream, downstream, and connected traces shall be successfully performed with results documented and provided to DME.

DELIVERABLES

- » Fully Configured Utility Network File Geodatabase
- » An ArcGIS Pro QA/QC map using a combination of standard Esri Utility Network symbology and DME's symbology that can be utilized to view the Utility Network geodatabase.

CLARIFICATIONS

- » DME will provide/verify the list of circuit sources prior to configuration of subnetwork controllers.
- » DME Subject Matter Experts will be available to answer data related or electric network connectivity questions in a timely manner.

6.1 Update Initial Asset Package

POWER will update the schema of the initial asset package with the agreed upon changes resulting from the Utility Network Standards and Extend the Data Model workshops.

6.2 Load Data

Once the asset package has been updated, POWER will load DME's data and verify all features have been converted. Any features not converted will be identified and resolved prior to converting the asset package to a file geodatabase.

6.3 Create Utility Network File Geodatabase

POWER will convert the final asset package (with data loaded) to a Utility Network file geodatabase. POWER will then enable topology for errors only to verify no Utility Network errors exist prior to fully enabling topology. Resulting errors will be identified and addressed and topology will be fully enabled.

6.4 Identify and Configure Subnetwork Controllers

POWER will use the existing Circuit Breakers to configure the utility network subnetwork controllers. These circuit sources will be verified by DME as the desired subnetwork controllers.

6.5 Assign Terminals

Terminals will be assigned for the features that require them:

- Features that will serve as a subnetwork controller -- Circuit Breakers.

- Features with three or more physical ports that need to be modeled -- some Switches.
- Features with two ports that are distinctly different, such as a high-side and low-side port -- Transformers.
- Features with connection points that only allow flow in one direction, such as network protectors -- Voltage Regulators.

6.6 Update Subnetworks

POWER will validate topology and address any errors. Once any topology errors are resolved, POWER will build the subnetworks. The resulting subnetworks will be verified against the existing geometric network/ArcFM circuits, traced using Utility Network functionality, and provide the results to DME for review.

7. ASSET PACKAGE CREATION & ENTERPRISE GEODATABASE LOAD

- » At the conclusion of the test migrations, the UN file geodatabase shall be exported to an asset package format with data included. The asset package will be used as the input for loading the schema and data into an enterprise geodatabase.
- » The Vendor will work with DME staff to ensure all SQL Server database access is in place and a SDE enterprise database is created. Once these steps are taken, the process of loading the asset package to the enterprise geodatabase can be executed. Once the load is executed, the same steps from the test migrations shall be performed, including checks of feature counts, dirty areas, and ensuring subnetwork controllers are in place. The Update Subnetworks geoprocessing tool will need to be reran against network features to assign them to the correct subnetworks and ensure tracing tools can be used.

DELIVERABLES

- » Final Electric Utility Network Asset Package
- » Enterprise Geodatabase populated with Utility Network data

CLARIFICATIONS

- » This task does not include any time for changes to the data model, conversion, or automated cleanup process.
- » The target SDE Enterprise geodatabase is set up and configured prior to staging and applying the asset package.
- » POWER will have remote access to the Enterprise geodatabase with the correct permissions to load and update data.
- » POWER will have the required access for ArcGIS Enterprise including ArcGIS Server and ArcGIS Portal administration accounts.

- » DME will ensure proper licensing to stage and apply an asset package in an Enterprise environment including providing access to ArcGIS Server license code file if necessary.
- » DME will provide POWER a location on the server to store the necessary scripts and files to configure the Utility Network in the Enterprise environment.

7.1 Export Asset Package

POWER will export a final asset package from the fully configured Utility Network file geodatabase delivered in the previous task and upload it to a location on the server provided by DME.

7.2 Stage & Apply Asset Package

POWER will stage and apply the final asset package on the Enterprise geodatabase as directed by DME. The staging process will create the Utility Network schema and configuration and prepare the geodatabase for the Asset Package Apply process. Applying the asset package will load the data and populate the Utility Network configuration tables.

Once the data has been loaded, POWER will verify final feature counts match the expected feature counts determined by the results of the Testing migration task.

7.3 Enable Topology and Update Subnetworks

POWER will enable topology on the Enterprise data and verify that no errors or dirty areas exist. Any errors will be addressed and resolved. Upon verification that no topology errors exist, POWER will update the subnetworks and verify tracing functionality.

8. GEOMETRIC NETWORK TO UTILITY NETWORK MIGRATION AND DATA SYNCHRONIZATION

- » The Vendor shall recommend and implement a process, via software or scripts, to sync at a given frequency the current GN data to the new UN data model to pick up inserts of new features and updates of existing features.
- » The syncing process will allow the current GN to stay in place with current system integrations without disruption while new system integrations are being setup against the UN test data. This setup will also afford DME staff the necessary time to get familiar with their data in the UN format, UN tool functionality, and ArcGIS Pro prior to fully moving into production with the UN.

DELIVERABLES

- » An automated process for executing the data extraction, conversion, and loading of data into the production Utility Network
- » An automated process for analyzing the UN data for errors which could negatively impact the business needs of the organization and generate reports of the errors found for DME to troubleshoot and fix.

- » Create a scheduled process to execute the refresh process, including dropping and recreating an enterprise database to host the Utility Network.

CLARIFICATIONS

- » The Shadow UN is a one-way process from the Geometric Network to the Utility Network and as such, any changes made to the Shadow UN data will not be synced back to the Geometric Network geodatabase.
- » DME will work with POWER to identify the constraints for the error reporting.
- » A production SDE environment is set up and permissions to update SDE using an automated script are in place.
- » DME will be responsible for managing all hardware, software, and licensing requirements for the environments.

8.1 Develop Production Shadow UN

POWER will provide an automated way to read from DME's production geodatabase, or a local copy of it, and convert the production datasets into a fully connected Utility Network in SDE (Shadow UN) where all the circuits are traceable.

During this process several automated routines will analyze the converted data and apply a pre-determined set of automated cleanup tasks to satisfy the data requirements of the Utility Network. These pre-determined automated cleanup tasks will be identified during the initial assessment and test migration tasks.

The tool will maintain a record of all the fixes applied and will also output any unexpected or unresolved data quality issues to a log that can be monitored by GIS staff to ensure that data issues are corrected in a timely manner.

8.2 Test Production Shadow UN

POWER will rigorously test the Shadow UN process prior to final deployment. This testing will occur in parallel with the test migration task in order to verify and finalize the automated cleanup tasks.

8.3 Deploy Production Shadow UN

Once the Shadow UN process has been fully tested and both POWER and DME have verified it is working as desired, POWER will assist DME in fully deploying the process.

As more systems are brought online and connected to the Shadow UN, it is critical to ensure that the data provided to these systems will support the business units relying on the data. For example, when the OMS is relying on the UN data a stop will need to be put in place if a circuit doesn't trace. Together, DME and POWER will determine which data checks will stop the movement of data into the Shadow UN and which data checks (if any) will allow the data to move to the Shadow UN.

9. UTILITY NETWORK SYSTEM IMPLEMENTATION

- » Once setup of the GN to UN sync has been completed, the Vendor will publish the following services to the DME ArcGIS Enterprise Test and Production environments:
- » Utility Network service
 - Version Management service
 - Services for editing
 - Network Diagram service
- » Vendor will secure services to DME identified groups in ArcGIS Enterprise and provide DME training and documentation on accessing and consuming services within ArcGIS Pro and ArcGIS Enterprise applications.

DELIVERABLES

- » Version Management Enabled
- » Configured Utility Network Feature Services
 - 2 ArcGIS Pro Maps for publishing UN feature services
 - > Electric Utility Network Service
 - > Electric Basic Viewer Service
 - 1 ArcGIS Pro Maps for desktop editing of Utility Network data
 - > Electric UN Editor
 - 1 ArcGIS Pro Maps published as Web Maps for use in ArcGIS Runtime-based mobile applications (ArcGIS Field Maps)
 - > Electric UN Viewer
- » Configured Network Diagram Service
 - 1 ArcGIS Pro Map for publishing Network Diagram Service

CLARIFICATIONS

- » One onsite trip is included in this task.
- » DME will identify field visibility and order at the asset group level for all the Utility Network feature classes per map document.
- » This task does not include any time for changes to the data model, conversion, or automated cleanup process.
- » The active portal account must be licensed with the ArcGIS Utility Network user type extension or the ArcGIS Trace Network user type extension to use the utility network and network diagram services
- » ArcGIS Enterprise member accounts are licensed using the ArcGIS Utility Network user type extension
- » Feature services published with the Utility Network feature layer do not support definition queries or hidden fields set using the Visible field property

9.1 Enable Version Management

POWER will enable Version Management when the Utility Network data is published. This will expose the version management service capabilities necessary to support feature services that work with branched versioned datasets. The following features will be enabled when the utility network feature services are published with the Version Management capability checked:

- Create, modify, and delete versions
- Change the version for active feature layers in the map view
- Reconcile and post edits for versions

Undo and redo capabilities will be available when working in a named version allowing the following:

- Undo or redo individual edits that have been made throughout an edit session
- Save or discard edits for the entire edit session

9.2 Configure and Publish Utility Network Feature Services

POWER will configure and publish feature services for Editing and Viewing the Utility Network. The maps used to publish the feature services will be provided to DME for future use.

POWER will also create and publish a map sourced to the Utility Network feature service and symbolized using Esri Utility Network symbology for editors to use as well as a Web map for use with ArcGIS Runtime-based mobile applications such as ArcGIS Field Maps.

The Utility Network feature services will automatically include the Network Diagram service to support network diagrams.

9.3 Configure Network Diagram Service

The Utility Network Diagram service is automatically included in any published feature service that contains the Utility Network feature layer. POWER can configure and publish a separate feature service exclusively for accessing Network Diagrams in addition to the published Utility Network feature services described above if needed.

10. INCORPORATION OF TRANSMISSION AND SUBSTATION DATA TO UTILITY NETWORK

» Once all electric distribution GIS data is syncing from the GN to UN, the Vendor shall add in substation data followed by transmission data to the UN, assigning them to their respective tiers, asset groups, asset types, and subnetworks. A majority of the substation and transmission data will be sourced from CAD and non-GN GIS files to be provided by DME. All available substation components from the CAD files will be modeled in the UN up to the substation entry point. The data to be added to the UN will consist of the following components:

- 3 interchange substations
- 2 switching substations

- 65 miles of transmission lines
- 979 transmission structures

DELIVERABLES

- » Substation and Transmission Utility Network Standards Workshop
- » Substation and Transmission Utility Network Extend the Data Model Workshop
- » Substation and Transmission Utility Network Design Standards Report
- » Substation and Transmission Utility Network Data Model Report
- » Substation and Transmission Utility Network Migration
- » An ArcGIS Pro QA/QC map using a combination of standard Esri Utility Network symbology and DME's symbology that can be utilized to view the Substation and Transmission data.

CLARIFICATIONS

- » Data modeling will be addressed as part of the Database Design & Schema Mapping task.
- » The DME requirement states there will be 5 substations (3 interchange substations, 2 switching substations).
- » DME will provide all CAD data needed for substation capture.
- » Estimate is based on 21 substations
 - GIS substation point feature class has 24 features minus the two ONCOR subs and the generation plant =21

10.1 Substation and Transmission Utility Network Design

Due to the complicated nature of updating the Utility Network schema once it's been deployed, data modeling sessions and requirements gathering for Substation and Transmission will be addressed during the Database Design & Schema Mapping tasks. This is necessary to determine the equipment that will be gathered and provide any required domains, asset groups, asset types, or other model changes specific to Substation and Transmission are included in the final data model prior to deploying the Shadow UN.

A separate Utility Network Data Modeling workshop session will be held to conduct a thorough review of the 1-lines/CAD data and to determine what will be captured for the Utility Network.

To limit the complications of updating the Utility Network schema, any changes identified for Substation and Transmission will be applied with the schema updates identified for Distribution.

10.2 Substation and Transmission Utility Network Migration

POWER will migrate the current transmission and substation data that DME has into the Utility Network data model. Once the substation and transmission schema requirements are captured and implemented, the current data can be migrated and eventually become part of the Shadow UN process.

10.2.1 Digitizing

The substation data will be manually digitized from the 1-lines to capture the required equipment. Attributes will be collected as determined during the data modeling workshops.

Because of the nature of the Shadow UN process, POWER will digitize the substation data into the final Utility Network file geodatabase. Substation data will not be included in the Shadow UN until digitizing is complete. This will allow POWER to verify Utility Network configuration prior to implementation.

10.2.2 Shadow UN Setup

When digitizing and QA/QC of the substation data is complete in UN file geodatabase, POWER will create identical substation feature classes in DME's geometric network geodatabase and import the substation data from the working Utility Network file geodatabase. When the Shadow UN process runs, it will automatically convert the substation data to the Shadow UN.

11. ARCFM SOLUTION XI SERIES INSTALLATION AND CONFIGURATION

Vendor will install and configure the ArcFM Solution XI Series products, including the Editor, Mobile, and Geodatabase Manager products into DME's test environment to be setup against the synced UN test data. To prevent any product functionality issues, all required fields necessary to run each ArcFM product shall have been documented in the Database Design & Schema Mapping task. The Vendor will ensure the appropriate DME stakeholders are included in the ArcFM XI-related change management and user training tasks outlined in the scope of work.

DELIVERABLES

- » Please see Appendix A for Schneider Electric's Scope of Work for this task.

12. UTILITY NETWORK INTEGRATIONS

There are several integrations that need to be updated because of the change to the Utility Network. The table below lists the requested integrations and a high-level description of the integration. As part of this process, POWER will first develop requirements for the integrations, then do detailed design and lastly develop the interface. After each phase, the budget estimate will be updated using the new requirements and design as the basis for the update.

Interface	Description
AVL	Develop UN based map services to support AVL map
OMS (OSI)	Develop UN based map services to support OMS map
Public Facing Outage Map	Develop UN based map services to support public facing outage map
Systems Operations Logging Application	Integration from Systems Operations Logging Application
Itron Metering	Develop FME to populate GIS with metering information
Harris Northstar	Develop FME to populate GIS with customer information
OSI - Scada (Substation & Transmission)	Integration from OSI - Scada
ADMS (OSI-Distribution Scada)	Develop UN Extractor to support OSI ADMS
ETL Processes	Develop FME process to extract file geodatabases
SSP LifeCycle	Develop UN based map services to support LifeCycle
Maximo	Develop UN based map services to support Maximo
Texas 811	Develop integration to import 811 information into the GIS

CLARIFICATIONS

- » After both the requirements phase and the design phase a new estimated cost will be provided for each integration.
- » FME licenses will be provided by DME.

DELIVERABLES

- » Requirements document for each integration
- » Detailed design document for each integration
- » Development of each integration or map service

2. Budget

POWER developed the proposed budget based on our understanding of this project's scope of work and our experience with similar projects. The tasks listed below correspond to the tasks described in our proposed work plan. The table summarizes the budget for services to be provided on a lump sum basis for \$1,815,181.

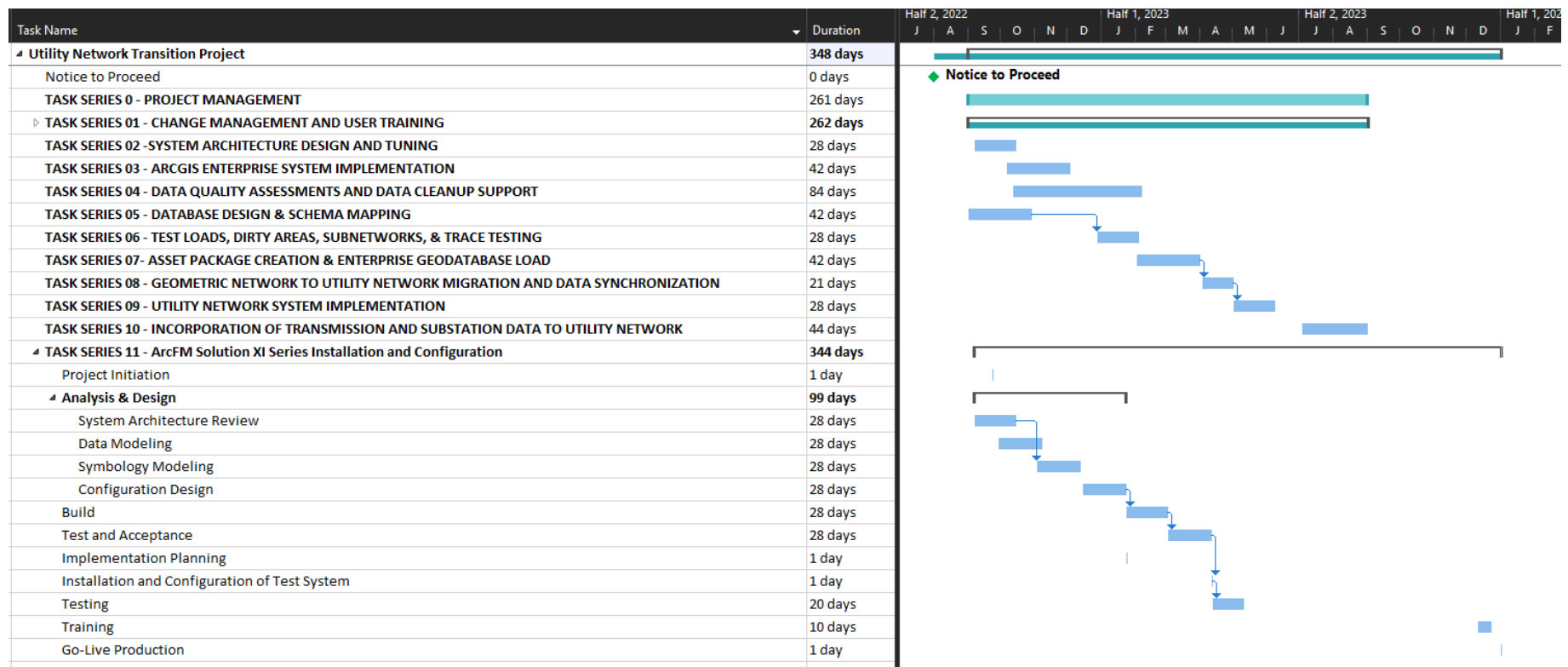
The proposal is valid until October 20th, 2022.

Budget Summary by Task

	Task Description	Total \$
0	Project Management	\$88,848
1	Change Management and User Training	\$78,830
2	System Architecture Design and Tuning	\$21,676
3	ArcGIS Enterprise System Implementation	\$76,384
4	Data Quality Assessments and Data Cleanup Support	\$158,475
5	Database Design and Schema Mapping	\$55,301
6	Test Loads, Dirty Areas, Subnetworks and Trace Testing	\$43,125
7	Asset Package Creation and Enterprise Geodatabase Load	\$9,439
8	Geometric Network to Utility Network Migration and Data Synchronization	\$39,680
9	Utility Network System Implementation	\$27,573
10	Incorporation of Transmission and Substation Data to Utility Network	\$58,218
11	ArcFM Solution XI Series Installation and Configuration	\$475,908
12	Utility Network Integrations	\$681,724
	Project Total	\$1,815,181

3. Proposed Schedule

POWER Engineers proposes the following tentative milestone schedule based on the tasks and deliverables described in the Work Plan. The proposed schedule assumes that we would receive notice to proceed on August 1, 2022.



Scope of Work

COTS ArcFM XI Implementation

Prepared for:

Power Engineers/City of Denton

Proposal Date: 6/28/2022



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COTS ARCFM XI IMPLEMENTATION

INTRODUCTION	1
ASSUMPTIONS	1
PROJECT MANAGEMENT	2
PROPOSED SERVICES	3
1 PROJECT INITIATION	3
1.1 PROJECT KICK-OFF	3
1.2 ARCFM EDITOR XI CORE TEAM TRAINING	3
2 ANALYSIS & DESIGN	4
2.1 SYSTEM ARCHITECTURE REVIEW	4
2.2 DATA MODELING AND MAPPING REQUIREMENTS	5
2.3 SYMBOLOGY AND MAP CONFIGURATION REQUIREMENTS.....	6
2.4 CONFIGURATION REQUIREMENTS.....	7
3 BUILD - DEVELOPMENT	7
3.1 PREPARE SCHNEIDER ELECTRIC DEVELOPMENT ENVIRONMENT	7
4 IMPLEMENTATION PLANNING	8
5 TEST AND ACCEPTANCE PLANNING	8
6 INSTALLATION AND CONFIGURATION OF THE DENTON TEST ENVIRONMENT	9
7 TESTING	10
7.1 FACTORY ACCEPTANCE TESTING (FAT)	10
7.2 SYSTEM ACCEPTANCE TESTING (SAT).....	11
8 TRAINING	13
8.1 WORKING WITH ARCFM EDITOR XI.....	13
8.2 WORKING WITH ARCFM MOBILE XI	14
9 GO-LIVE	14
9.1 PRODUCTION MIGRATION	14
9.2 POST GO-LIVE PRODUCTION SUPPORT	15
9.3 REMOTE PRODUCTION SUPPORT.....	15
PROJECT SCHEDULE	1
SERVICES QUOTE	2

Introduction

Schneider Electric is submitting this Statement of Work (SOW) to Power Engineers for a COTS implementation of ArcFM Editor XI, Geodatabase XI, and ArcFM Mobile XI at the City of Denton (Denton) in response to a request for proposal to implement the Esri UN. This document outlines the tasks and services required for the implementation of the Schneider Electric solutions.

Assumptions

- This scope of work is for an OOTB (out-of-the-box) implementation of ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI. Customization of the ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI solutions or build of specific integration components and data migration are out of scope.
- Denton 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.
- Schneider Electric will apply standard ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI configurations to the datasets including network categories, templates, and standard symbology.
- Denton will leverage a common data model and symbology for all commodities.
- The services provided in this scope will be completed through a series of remote tasks.
- Denton shall provide all required facilities and equipment for remote meetings and is to ensure participation of proper representatives for scheduled project meetings and/or events.
- Denton will have all necessary hardware, network equipment, and 3rd party software installed prior to the initiation of the project.
- Denton, Power Engineers 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. Denton, Power Engineers, 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.



COTS ARCFM XI IMPLEMENTATION

- Denton will provide Schneider Electric remote access to the system to assist in the implementation and troubleshooting of issues should they arise during implementation.
- Integrations are not included in this scope of work.
- This scope of work is for Denton's distribution electric network only.
- Data migration or cleansing of Denton data is not included.

Project Management

During the project, the Schneider Electric Project Manager will report to the Power Engineers 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 the Denton's project manager
- Identify and manage the resolution of project issues, including the communication of Schneider Electric-identified issues to Denton's project manager
- Identify and manage all change management related issues or items with the Denton's project manager
- Conduct bi-weekly project conference calls or remote meetings with Power Engineers 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
 - Upcoming near-term tasks that need to "hit the radar screen"
 - Issues requiring attention
 - Open items not resolved from previous meeting
 - Potential risks to the project and recommendations for resolution

Proposed Services

1 Project Initiation

1.1 Project Kick-Off

Schneider Electric will participate in a Power Engineers-led Project Kickoff Meeting. Schneider Electric assumes the following topics will be reviewed during the meeting:

- Introduce Project 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 Denton 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):

- Remote participation in the Project Kickoff Meeting

Power Engineers Responsibilities:

- Lead the Project Kickoff Meeting

Denton Responsibilities:

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

1.2 ArcFM Editor XI Core Team Training

This two (2)-business day course introduces the “core team” – Denton staff members who will decide and implement ArcFM Editor XI. Schneider Electric will introduce these decision-makers and GIS administrators to the concepts and capabilities of ArcFM Editor XI and launch critical discussions regarding which out-of-the-box functions and settings will best suit the utility. Each topic includes lectures to explain the purpose and procedures of the functionality, hands-on exercises to expose the core team to the end-user perspective, and group discussion questions to help the core team evaluate which settings and tools will best fit their organization’s needs. The last few chapters introduce configuration concepts for Data Modeling, ArcFM Editor XI Core Configuration, and Networks, to prepare the core team for implementing the decisions they make.

Included in this course:

- Viewing maps in a GIS
- ArcFM Editor XI and UN terminology
- Tools for sketching and editing features

COTS ARCFM XI IMPLEMENTATION

- Favorites, Preset Templates, Group Templates
- Network tracing tools
- ArcFM Editor XI QA/QC
- Map symbology options
- Projects
- Printing tools
- Versioning
- Data Modeling
- ArcFM Editor XI Tracing considerations
- Utility Network considerations
- Fundamentals of ArcFM Editor XI Configuration

Schneider Electric Deliverable(s):

- List of required software for core team training classes
- Hard-copy training manuals, sample data, and exercises
- Remote ArcFM Editor XI Core Team training course for up to ten (10) members of the Denton/Power Engineers core team

Power Engineers Responsibilities:

- None

Denton Responsibilities:

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

Task Assumptions:

- The course will utilize a Sample Database provided by Schneider Electric
- The appropriate Denton users responsible for configuring the software and participating in the Design Phase of the project will be present during this training

2 Analysis & Design

2.1 System Architecture Review

Schneider Electric will participate in a Power Engineers-led System Architecture Design activity. Schneider Electric will remotely support for up to three (3)-business days a workshop to validate requirements, participate in discussions, and evaluate design alternatives for the UN/ArcGIS Pro and ArcFM Editor XI System Implementation. The purpose of the engagement is to determine a system architecture specific to Denton's needs and business drivers identified during this activity.

The Schneider Electric team envisions that the following topics will be covered during the remote engagement:

- Architecture Vision
- Client and server platforms
- Data Storage & Capacity
- Network capacity, and constituent domains

COTS ARCFM XI IMPLEMENTATION

- System Integration Considerations
- Deployment Strategies
- High availability
- Failover
- Supported Development platforms
- Deployment Environment Details
- Anticipated user and system load
- 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 workshop, Power Engineers will be responsible for drafting the System Architecture Design with support from Schneider Electric for the ArcFM Editor XI application needs. Power Engineers is responsible for the review and approval of the System Architecture Design with Denton.

Schneider Electric Deliverable(s):

- Participate remote System Architecture Review Workshop at Denton facilities
- Provide input to the Power Engineers Draft and Final System Architecture Design Document

Power Engineers Responsibilities:

- Lead remote System Architecture Review Workshop at Denton facilities
- Define Enterprise-level requirements
- Draft and Final System Architecture Design Document
- Denton approval of System Architecture Design Document

Denton Responsibilities:

- Identify and schedule the appropriate Denton staff to attend the workshop
- 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 Denton 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 Denton would require workshop participation from key-decision makers from the Denton IT organization responsible for maintaining and implementing the solution.

2.2 Data Modeling and Mapping Requirements

Schneider Electric will remotely lead an ArcFM Editor XI Data Modeling and Mapping Requirements Workshops with Denton and Power Engineers. The design sessions will be completed over the course of a four (4)-business day remote workshop.

Schneider Electric will begin the Data Modeling and Mapping Requirements Workshops with a review of the UN/ArcFM Editor XI data modeling process, and data model principles. Schneider Electric and Denton will step through and make necessary



COTS ARCFM XI IMPLEMENTATION

modifications to the data models and review and document the Denton annotation requirements. The data model will be augmented to support any existing data sources that Denton wishes to migrate forward. Denton will prepare for the workshop by surveying all applicable data sources and be prepared to provide information about data requirements and data sources.

Following the workshop, Schneider Electric will create the physical data models. The document will be submitted to Denton for review, feedback, and approval. Denton will have five (5)-business days to approve the data model.

Schneider Electric Deliverables:

- Lead the Data Modeling Workshop
- Draft and Final Data Model and Mapping Schema Documentation

Power Engineers Responsibilities:

- Ensure Denton participation in workshop and documentation reviews
- Denton approval of design documentation

Denton Responsibilities:

- Ensure Denton attendees are invited in advance and are present during the meeting
- Review and approve Data Model and Mapping Schema Documentation
- Denton approval of the documentation

2.3 Symbology and Map Configuration Requirements

Schneider Electric will remotely lead for up to four (4)-business days a UN/ArcFM Editor XI Symbology Requirements Workshops with Denton and Power Engineers.

Schneider Electric will begin the workshops with a review of the UN/ArcFM Editor XI symbology requirements. Schneider Electric and Denton will step through the symbology and map the appropriate subsidiary source symbology to the symbology provided in UN/ArcFM Editor XI. Denton will prepare for the workshop by surveying all applicable data and map sources for each subsidiary and be prepared to provide information about the symbology requirements.

Following the workshop, Schneider Electric will create a Symbology Requirements Mapping Document. The document will be submitted to Denton for review, feedback, and approval. Denton will have up to five (5)-business days to review and approve the document.

Schneider Electric Deliverables:

- Lead the Symbology and Mapping Configuration Workshop
- Draft and Final Symbology Requirements and Mapping Document

Power Engineers Responsibilities:

- Ensure Denton participation in workshop and documentation reviews
- Denton approval of design documentation

Denton Energy Responsibilities:

- Ensure Denton attendees are invited in advance and are present during the meeting
- Review and approve Symbology Requirements and Mapping Document
- Denton approval of the documentation

2.4 Configuration Requirements

Schneider Electric will remotely lead a workshop for up to four (4)-business days that will focus on the configuration of the ArcGIS Pro and ArcFM Editor XI Editor solutions (ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI). The workshop will focus on the Denton enterprise level configuration requirements and how to define and configure the core applications. As part of this task, Schneider Electric and Denton will define a process to migrate the final application configurations through the Denton TEST→PROD environments.

Following the workshop, Schneider Electric will provide a draft copy of a configuration requirements document for Denton review. Denton will have up to five (5)-business days to review and approve the final revision of the document. Schneider Electric will update the document with mutually agreed upon comments. A final version will be delivered to Denton for final acceptance.

Schneider Electric Deliverables:

- Lead the Application Configuration Requirements Workshop
- Draft and final copies of the Configuration Requirements Document
- Define process to migrate configurations from TEST →PROD environments
- Provide meeting minutes and action items to Denton Project manager for review and approval

Power Engineers Responsibilities:

- Ensure Denton participation in workshop and documentation reviews
- Denton approval of design documentation

Denton Responsibilities:

- Ensure the appropriate technical participation in the Application Configuration Requirements sessions
- Denton Project manager to approve meeting minutes and assign action items
- Provide logistics for the meeting (conf. room, projector)
- Signoff\Acceptance on the requirements document within 5 business days of final revision delivery

3 Build - Development

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 ArcFM Editor XI solutions, 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:

- Setup Fort Collins TEST Environment EXI/Pro VMs, TEST env, UN Database, ArcFM Mobile Tenant, ArcGIS Enterprise
- Setup UN & build model - schema, Asset packages et all
- Create Maps, Symbols, Rules, QA/QC



COTS ARCFM XI IMPLEMENTATION

- Create and Load Development Database

Schneider Electric Deliverable(s):

- Implement the Schneider Electric Development environment as defined above

Power Engineers Responsibilities:

- None

Denton Responsibilities:

- None

4 Implementation Planning

Schneider Electric will work with Denton and provide support for the completion of implementation planning artifacts. Schneider Electric will provide the necessary functional steps, technical details, and best practices to support the creation of an Implementation Plan. Denton is responsible for Developing the defined plan. Schneider Electric's role will be to provide the necessary inputs for the ArcFM Editor XI system.

This task includes up to 24-hours of remote support for implementation planning meetings.

Schneider Electric Deliverable(s):

- Provide support for the development of the implementation planning artifacts
- Provide the functional steps, technical details, and best practices for the implementation of ArcFM Editor XI
- Participate in any required remote meetings

Power Engineers Responsibilities:

- Draft and final Implementation Plan

Denton Responsibilities:

- Draft and final Implementation Plan

5 Test and Acceptance Planning

Schneider Electric will develop a Test and Acceptance Plan (T&AP) with Denton that incorporates the OOTB functionality of the ArcFM Editor XI solutions. 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 Denton for review and comment.

Denton is responsible for Developing the associated test cases/scripts that will be executed as part of the Test and Acceptance Plan. Denton will create Workflow-based test scenarios to perform acceptance testing that will be inserted into the test scenario



COTS ArcFM XI IMPLEMENTATION

placeholders. A draft of the Denton 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 Denton.

The Denton 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 Denton team. Both groups then approve the final T&AP.

Denton 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 both Schneider Electric and Denton have approved the plan

Schneider Electric Deliverable(s):

- Create a draft version of the COTS Test and Acceptance Plan that incorporates the Schneider Electric standard baseline functionality testing plan for ArcFM Editor XI
- Lead a review of Denton comments on the document
- Review Denton test cases/scripts as defined
- Apply mutually agreed upon changes to the final version of the document

Power Engineers Responsibilities:

- Test and Acceptance Plan for any customizations or integrations developed by Power Engineers
- Denton participation in Test and Acceptance Plan reviews
- Final approval of all Test and Acceptance Plans by Denton

Denton Responsibilities:

- Review and comment on the draft Test and Acceptance Plan document with five (5)-business days.
- Ensure that the appropriate Denton 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

6 Installation and Configuration of the Denton TEST Environment

This task will be completed remotely by Schneider Electric. Schneider Electric will implement the COTS ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI solution.

This task includes the following items:

- Setup Denton TEST environment EXI machines and ArcFM Tenant
- Validate Enterprise, Pro, and UN configurations
- Run Schema Changes, Data Conversion & other ETL scripts (Both)
- Publish Map Services (Both)
- Configure ArcFM Editor XI as Single Sign-On (SSO) to Portal Sign-On
- Installation and Configuration of ArcFM Mobile XI
- Configure GDBM XI

COTS ARCFM XI IMPLEMENTATION

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

Schneider Electric Deliverables:

- Remote installation and configuration of the ArcFM Editor XI solutions in a TEST Environments at Denton

Power Engineers Responsibilities:

- Install ArcGIS Enterprise, Pro, and Utility Network
- Ensure remote availability of Denton TEST system for implementation activities
- Implementation and testing of any custom components developed by Power Engineers
- Portal Implementation

Denton 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 Denton, 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

7 Testing

7.1 Factory Acceptance Testing (FAT)

This is a Schneider Electric Task.

Schneider Electric will conduct a remote Factory Acceptance Testing (FAT) in the Denton TEST environment. Testing will include the implemented ArcFM Editor XI Core solution. FAT will be completed based on the approved Test Plan from Task 5. FAT will be 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 ArcFM Editor XI solutions 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

Power Engineers Responsibilities:

- Remote availability of Denton TEST system for implementation of any corrections or fixes identified during FAT
- Implementation, testing, and defect resolution of any Power Engineers-implemented solutions

Denton Responsibilities:

- TEST environment support as required (IT and/or business)
- Remote availability for regression testing of resolved FAT defects

COTS ARCFM XI IMPLEMENTATION

Task Assumption:

- Power Engineers is responsible for the FAT and defect resolution of any custom components developed or implemented.

7.2 System Acceptance Testing (SAT)

Denton shall perform System Acceptance Testing for the ArcFM Editor XI Solution software implemented in this project, using the approved T&AP from Task 5.

Denton 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 Denton 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 Denton 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 Denton 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 Denton 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.

COTS ArcFM XI IMPLEMENTATION

Severity	Description
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 with the COTS ArcFM Editor XI solutions, and as required, issue new releases to Denton. If no issues are identified based on compliance with the accepted Test and Acceptance plan criteria, SAT will be considered complete, and Denton 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:

Schneider Electric will provide up to four (4)-business days of remote support during Denton's initial review of the configured COTS ArcFM Editor XI System.

Schneider Electric will identify and review any configuration items identified by Denton during the initial SAT, and provide up to 10-business day of remote issue resolution and regression testing support that includes updating the Denton TEST environment with the mutually agreed ArcFM Editor XI configurations. Following the completion of the issue resolution and regression testing period, Schneider Electric will update and deliver an As-Built version of the Task 2.4 Denton Configuration Requirements Document. Denton will approve SAT upon completion of this task.

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

COTS ArcFM XI IMPLEMENTATION

Power Engineers Responsibilities:

- Remote availability of Denton TEST system for implementation of any corrections or fixes identified during SAT
- Implementation, testing, and defect resolution of any Power Engineers-implemented solutions

Denton 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 Assumption:

- Power Engineers is responsible for the SAT and defect resolution of any custom components developed or implemented.

8 Training

8.1 Working with ArcFM Editor XI

This two (2)-business day course incorporates core ArcGIS Pro concepts and functionality as they relate to our utility users. Working with ArcFM Editor XI provides the foundation needed to effectively use the utility based ArcFM Editor XI software. Class participants learn how to maintain facility data and to use the software's basic functionality.

The course covers ArcFM Editor XI concepts and the sketching, editing, and mapping, components. Ample exercise time simulates a working situation through pre-designed exercises and scenarios. By the end of the course, participants will understand the basic functions of the application and how it can be used. The following topics are covered in this course:

- GIS concepts (features, attributes, behaviors)
- Map navigation tools
- Feature sketching tools, including ArcFM Editor XI Editors
- Precision feature editing tools, including Direction, Length, Parallel, Trace Offset
- Map printing and exporting

Schneider Electric Deliverable(s):

- Provide Working with ArcFM Editor XI remote training course for up to 10-attendees

Power Engineers Responsibilities:

- Ensure participation of Denton resources
- Train Denton in the use of any custom components or integration developed by Power Engineers

Denton Responsibilities:

- Ensure participation of Denton resources



COTS ArcFM XI IMPLEMENTATION

Task Assumptions:

- Denton will host all training activities and provide all system administration to prepare the training facilities

8.2 Working with ArcFM Mobile XI

This one (1)-business day on-site course is geared towards enabling trainers of mobile end-users to provide the foundation needed to effectively use the utility-based mobile application. This course will familiarize participants with the mobile tools available to Denton. The training 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 full functionality of the ArcFM Mobile XI application and how it can best be used within a utility-specific context.

Schneider Electric Deliverables:

- Provide Working with ArcFM Mobile XI remote training course for up to 10-attendees

Power Engineers Responsibilities:

- Ensure participation of Denton resource
- Train Denton in the use of any custom components or integration developed by Power Engineers

Denton Responsibilities:

- Ensure participation of Denton resources

9 Go-Live

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

9.1 Production Migration

Schneider Electric will provide up to seven (7)-business days of remote support for the migration of the ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI solution to the Production System at Denton.

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

Schneider Electric Deliverables:

- Provide up to seven (7)-business days of remote support for the migration of the ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI solution to one (1) Production System at Denton

Power Engineers Responsibilities:

- Implementation, testing, and defect resolution of any Power Engineers-implemented solutions



COTS ARCFM XI IMPLEMENTATION

Denton Responsibilities:

- Migrate the TEST environment applications to the Denton PROD environments
- Provide the hardware required for the software installation with compatible OS and network connectivity
- Provide the licensed media for the Denton, 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

9.2 Post Go-Live Production Support

Schneider Electric will provide up to three (3)-business days of remote support post roll-out of the Denton PROD systems. A Schneider Electric technical expert will be available to support any questions or issues that arise regarding the configuration or use of the ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI system.

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

Schneider Electric Deliverables:

- Provide remote technical support for the Production Environment post roll-out as defined above.

Power Engineers Responsibilities:

- Remote availability of the Denton system for issue resolution and troubleshooting activities
- Implementation, testing, and defect resolution of any Power Engineers-implemented solutions

Denton Responsibilities:

- Provide necessary personnel to be on hand for configuration support or troubleshooting
- 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

9.3 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 remote 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 ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI system.

Schneider Electric Deliverables:

- Provide remote technical support for the Production Environment up to 20-hours over a two (2)-week period.

Power Engineers Responsibilities:

- Remote availability of the Denton system for issue resolution and troubleshooting activities
- Implementation, testing, and defect resolution of any Power Engineers-implemented solutions

Denton Responsibilities:

- Provide necessary personnel to be on hand for configuration support or troubleshooting
- Resolve all hardware and third-party software related issues

COTS ARCFM XI IMPLEMENTATION

- issues

10 Go-Live

This milestone task recognizes the delayed production schedule for rollout of the UN solution at Denton. Schneider Electric will provide project remobilization activities, deliver an end user training refresh and provide a round of post-production support

10.1 Working with ArcFM Editor XI

This two (2)-business day course incorporates core ArcGIS Pro concepts and functionality as they relate to our utility users. Working with ArcFM Editor XI provides the foundation needed to effectively use the utility based ArcFM Editor XI software. Class participants learn how to maintain facility data and to use the software's basic functionality.

The course covers ArcFM Editor XI concepts and the sketching, editing, and mapping, components. Ample exercise time simulates a working situation through pre-designed exercises and scenarios. By the end of the course, participants will understand the basic functions of the application and how it can be used. The following topics are covered in this course:

- GIS concepts (features, attributes, behaviors)
- Map navigation tools
- Feature sketching tools, including ArcFM Editor XI Editors
- Precision feature editing tools, including Direction, Length, Parallel, Trace Offset
- Map printing and exporting

Schneider Electric Deliverable(s):

- Provide Working with ArcFM Editor XI remote training course for up to 10-attendees

Power Engineers Responsibilities:

- Ensure participation of Denton resources
- Train Denton in the use of any custom components or integration developed by Power Engineers

Denton Responsibilities:

- Ensure participation of Denton resources

Task Assumptions:

- Denton will host all training activities and provide all system administration to prepare the training facilities

10.2 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 remote post roll-out support. A Schneider Electric technical expert will be available to



COTS ArcFM XI IMPLEMENTATION

support any questions or issues that arise regarding the configuration or use of the ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI system.

Upon completion of this task, Denton 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 (2)-week period.

Power Engineers Responsibilities:

- Remote availability of the Denton system for issue resolution and troubleshooting activities
- Implementation, testing, and defect resolution of any Power Engineers-implemented solutions

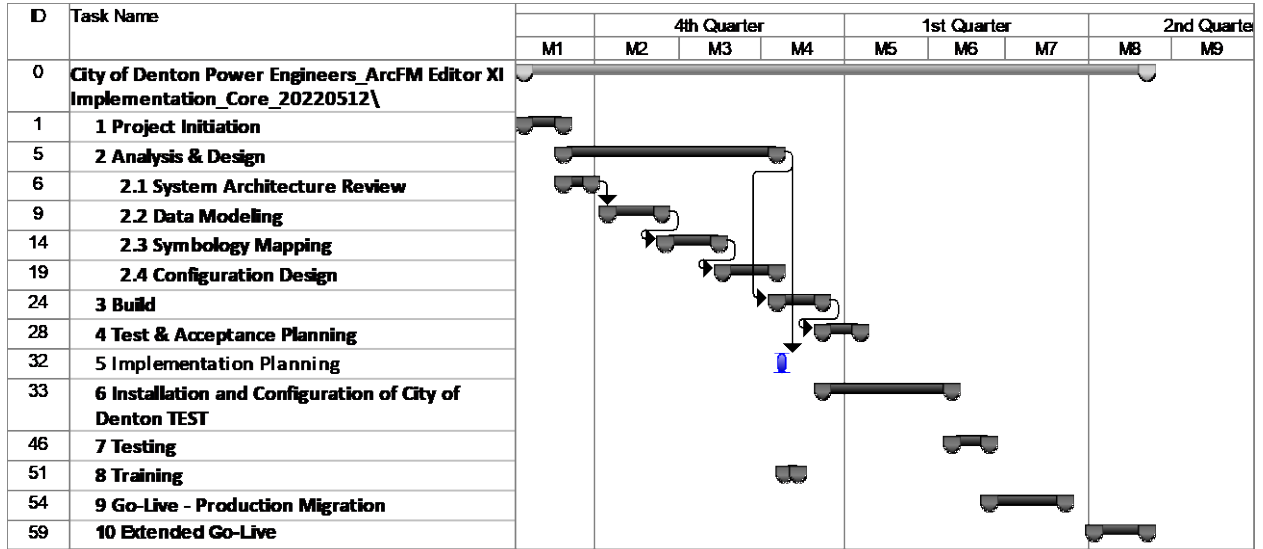
Denton Responsibilities:

- Provide necessary personnel to be on hand for configuration support or troubleshooting
- Resolve all hardware and third-party software related issues
- issues



COTS ARCFM XI IMPLEMENTATION

Project Schedule



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.

POWER ENGINEERS, INCORPORATED

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Holger Peller

9/12/2022

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/hm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion


Envelope Id: ED3A15E2E0CD4D8081B6AB8AAB00F697	Status: Completed
Subject: Please DocuSign: City Council Contract 7804-002 Conversion of Geometric Network to Utility Network	
Source Envelope:	
Document Pages: 73	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

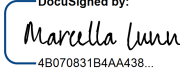
Status: Original	Holder: Christa Christian	Location: DocuSign
9/8/2022 11:00:05 AM	Christa.Christian@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 9/8/2022 11:09:50 AM Viewed: 9/8/2022 11:10:09 AM Signed: 9/8/2022 11:10:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 9/8/2022 11:10:58 AM Viewed: 9/8/2022 4:08:55 PM Signed: 9/8/2022 4:12:57 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.24.6.135	Sent: 9/8/2022 4:13:02 PM Viewed: 9/8/2022 9:21:05 PM Signed: 9/8/2022 9:30:25 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Holger Peller holger.peller@powereng.com EVP Power Delivery POWER Engineers Incorporated Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 209.141.115.2	Sent: 9/9/2022 3:23:08 PM Viewed: 9/12/2022 12:16:45 PM Signed: 9/12/2022 12:18:01 PM
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Electronic Record and Signature Disclosure:
Accepted: 9/12/2022 12:16:45 PM
ID: 867b38af-2415-4b1d-86ce-d72b3780266d

Signer Events	Signature	Timestamp
<p>Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/12/2022 1:28:12 PM ID: 1c5e1544-0c3c-4946-a608-ebdc92e35fcf</p>	<p>DocuSigned by:  E3760944C2BF4B5...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.184.71.41</p>	<p>Sent: 9/12/2022 12:18:06 PM Viewed: 9/12/2022 1:28:12 PM Signed: 9/12/2022 1:28:42 PM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 9/12/2022 1:28:48 PM Viewed: 10/19/2022 7:15:58 AM Signed: 10/19/2022 7:16:35 AM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  5236DB296270423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/19/2022 7:16:40 AM Viewed: 10/19/2022 7:20:35 AM Signed: 10/19/2022 7:20:40 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/19/2022 7:20:46 AM Viewed: 10/19/2022 10:45:37 AM Signed: 10/19/2022 10:46:05 AM</p>

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em; color: blue;"> COPIED </div>	<p>Sent: 9/8/2022 11:10:58 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Hugo Bonjour hugo.bonjour@powereng.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/9/2022 2:11:38 PM ID: b060477b-8950-437a-88e7-0e4fd923bdc9</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/9/2022 3:23:13 PM Viewed: 9/9/2022 3:33:58 PM</p>
<p>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/12/2022 1:28:48 PM Viewed: 9/12/2022 4:24:31 PM</p>
<p>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 10/19/2022 10:46:10 AM</p>
<p>Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/23/2022 7:39:09 AM ID: 7dbc27d8-971e-4f03-acb6-c953f8c9457a</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 10/19/2022 10:46:12 AM</p>
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Signing Complete	Security Checked	10/19/2022 10:46:05 AM
Completed	Security Checked	10/19/2022 10:46:12 AM
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.

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND POWER ENGINEERS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 18, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$1,815,181.00, SAID FIRST AMENDMENT FOR THE CONVERSION OF GEOMETRIC NETWORK TO UTILITY NETWORK FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-002 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$485,000.00, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,300,181.00).

WHEREAS, on October 18, 2022, City Council awarded a contract to Power Engineers, Inc. in the amount of \$1,815,181.00, to provide professional services to migrate the ESRI Geospatial Network to ESRI Utility Network; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Power Engineers, Inc., which is on file in the office of the Purchasing Agent, in the amount of Four Hundred Eighty-Five Thousand and 0/100 (\$485,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$2,300,181.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

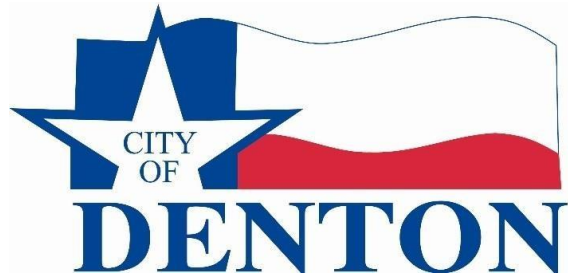
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn



DocuSign City Council Transmittal Coversheet

PSA	7804-002
File Name	Migrate ESRI Geospatial Network to ESRI Utility Network, Amendment 1
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND POWER ENGINEERS, INC.
PSA 7804-002**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7804-002 (“Amendment”) by and between the City of Denton, Texas (“City”) and Power Engineers, Inc. (“Engineer”); to that certain contract executed on October 18, 2022, in the original not-to-exceed amount of \$1,815,181.00 (the “Agreement”); for services related to Conversion of Geometric Network to Utility Network.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$485,000.00 with this Amendment for an aggregate not-to-exceed amount of \$2,300,181.00; and

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

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Expanded GIS Technician Support, and Ongoing Utility Network Support are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, attached hereto and incorporated herein for all purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$485,000.
2. This Amendment modifies the Agreement amount to provide an additional \$485,000 for the additional services with a revised aggregate not to exceed total of \$2,300,181.00.

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

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

“City”

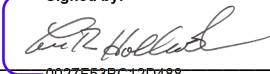
“Engineer”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

POWER ENGINEERS, INC.

By:

By:

Signed by:


AUTHORIZED SIGNOR, TITLE


AUTHORIZED SIGNOR, TITLE

ATTEST:

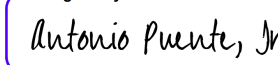
APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:

By:

DocuSigned by:


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

Signed by:
 Antonio Puente, Jr.

SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT



POWER ENGINEERS, INC.

12000 PORTLAND AVENUE, SUITE 220, BURNSVILLE, MN 55337 USA | 952-948-8000

CHANGE ORDER

DATE	August 12, 2025
TO	Jerry Looper
C	Kenn Darling, Bill Hoisington
FROM	Joe Paniccia
SUBJECT	Denton Municipal Electric: GN to UN Migration – CHANGE ORDER #8 (Revised)

This document represents a change order to the original agreement titled 7804-02 Geometric Network to Utility Network Migration, dated July 22, 2022, between POWER Engineers, Inc (POWER) and Denton Municipal Electric.

Project Name: Denton Municipal Electric Geometric Network to Utility Network Migration

POWER Project Number: 0234664

Project Location: Denton, TX

GENERAL SCOPE OF SERVICES:

Add scope in the form of two new tasks: Task 17 - Expanded GIS Technician Support, and Task 18 - Ongoing Utility Network Support. This change order also adds funds to the existing Task 0 – Project Management.

DETAILED SCOPE OF SERVICES:

Scope Additions		
Task	Description	Cost
17, 18	This change order adds the following new tasks: <ul style="list-style-type: none"> Task 17 (Expanded GIS Technician Support) provides \$360,000 for the extension and expansion of technician tasks previously performed under Task 15. Task 17 will be billed at a rate \$120 per hour, which is a 4.3% increase vs. the \$115 per hour rate used in Task 15. Task 18 (Ongoing UN Support) provides \$86,000 for ongoing assistance with maintaining the UN model and data in production. Task 18 will be billed per the existing rate schedule from the original agreement. 	\$360,000 \$86,000
0	This change order adds funds to the following existing task: <ul style="list-style-type: none"> Task 0 (Project Management) is replenished with \$39,000 for the continued project management support of the remaining engagement. Task 0 will continue to be billed per the existing rate schedule from the original agreement. 	\$39,000



SCHEDULE:

This change order extends the projected end date of the project to April 30, 2026.

COMPENSATION:

This change order authorizes a total project budget **increase of \$485,000**, which is derived by summing the costs listed above (\$360,000 + \$86,000 + \$39,000).

Proposed & Agreed By:

Accepted By:

(Signature) (Date)

(Signature) (Date)

(Printed Name) (Title)

(Printed Name) (Title)

POWER Engineers, Inc.

Denton Municipal Electric

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.

Power Engineers, Inc.

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

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

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

Name of Officer

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No
- B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?
 Yes No

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

N/A

4 I have no Conflict of Interest to disclose.

5 Signed by: 

8/26/2025

Signature of Vendor doing business with the governmental entity

Date

0027F53BG12D488

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 7855A647-3656-4955-8700-1E1B083F07D5

Status: Sent

Subject: Please DocuSign: City Council Contract 7804-002 Conversion of GN to UN, Amendment 1

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

8/20/2025 11:57:31 AM

Christa.Christian@cityofdenton.com

Signer Events

Signature

Timestamp

Christa Christian

Completed

Sent: 8/20/2025 12:07:52 PM

christa.christian@cityofdenton.com

Viewed: 8/20/2025 3:18:24 PM

Purchasing Supervisor

Signed: 8/20/2025 3:18:47 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 8/20/2025 3:18:50 PM

lori.hewell@cityofdenton.com

Viewed: 8/20/2025 3:27:36 PM

Purchasing Manager

Signed: 8/20/2025 3:27:55 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 8/20/2025 3:27:57 PM

marcella.lunn@cityofdenton.com

Viewed: 8/20/2025 4:41:40 PM

Senior Deputy City Attorney

Signed: 8/20/2025 4:47:11 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lee Halbrook

Signed by:

0027F53BC12D488...

Sent: 8/20/2025 4:47:13 PM

Lee.halbrook@wsp.com

Resent: 8/25/2025 9:31:23 AM

Security Level: Email, Account Authentication (None)

Viewed: 8/25/2025 9:54:19 AM

Signed: 8/26/2025 2:36:02 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 165.225.58.247


Electronic Record and Signature Disclosure:

Accepted: 8/25/2025 9:54:19 AM

ID: 389b4257-9743-43d0-b9bf-0e6ca7773c92

Signer Events	Signature	Timestamp
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Antonio Puente, Jr.
 Antonio.Puente@cityofdenton.com
 DME General Manager
 Denton Municipal Electric
 Security Level: Email, Account Authentication (None)

Signed by:

 E3760944C2BF4B5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Sent: 8/26/2025 2:36:06 PM
 Viewed: 8/26/2025 2:55:08 PM
 Signed: 8/26/2025 2:55:28 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/26/2025 2:55:08 PM
 ID: 1f06dda0-73bc-4ded-9fd6-7e945545052e

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

Sent: 8/26/2025 2:55:31 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ingrid Rex
 Ingrid.Rex@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 8/20/2025 3:18:50 PM

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

COPIED

Sent: 8/26/2025 2:55:31 PM
 Viewed: 8/28/2025 10:13:41 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jerry Looper
jerry.looper@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 8/21/2025 12:29:00 PM
ID: 1c513b80-7bf1-4602-b910-840207be89ac

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	8/25/2025 9:31:22 AM
Envelope Updated	Security Checked	8/25/2025 9:31:22 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Legislation Text

File #: PUB25-156, **Version:** 1

AGENDA CAPTION

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in the not-to-exceed amount \$434,596.00, said first amendment to provide project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 - providing for an additional first amendment expenditure amount not-to-exceed \$145,048.00, for a total contract amount not-to-exceed \$579,644.00).



AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: September 15, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in the not-to-exceed amount \$434,596.00, said first amendment to provide project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 – providing for an additional first amendment expenditure amount not-to-exceed \$145,048.00, for a total contract amount not-to-exceed \$579,644.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Denton Municipal Electric (DME) has engaged Burns & McDonnell Engineering Company to provide enhancement and technical support services for Maximo (MAS Manage) implementation. The supplier resources will operate on behalf of DME to deliver technical assistance, including defect resolution, configuration management, testing, and migration support, to ensure the successful achievement of project objectives in collaboration with DME's system implementation partner.

The Maximo Solution Architects and Consultants from the Supplier will deliver the following services:

- Develop solutions for assigned defects and enhancements, including capturing requirements, creating process flows, and preparing design documentation
- Develop and maintain project schedules for assigned defects and enhancements as required
- Perform comprehensive testing of fixes and enhancements in lower environments before production deployment
- Support business users in facilitating User Acceptance Testing (UAT) and ensure smooth validation of solutions
- Track, document, and resolve issues or change requests raised by business users during UAT and after go-live
- Assist in the preparation of training materials and provide user training as needed
- Draft detailed release documentation, including deployment procedures, for production rollout
- Support the deployment of the application and related infrastructure to the production environment

- Develop and maintain technical design and deployment documentation to reflect changes made
- Communicate any issues related to architecture, design, or technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or its System Implementation partner
- Coordinate with other project and technical leads to identify and manage cross-project dependencies and impacts
- Perform and support additional project-related tasks as required
- Manage cases with IBM regarding product issues and clarifications
- Provide regular status updates (weekly/monthly) to DME project stakeholders

The Supplier shall provide the specified services in accordance with the project schedule and aligned with the overall project timeline.

The revised Contract Price is:

Original Contract Price (1,500 hours)	\$ 434,596.00
Total net amount of this Change Order (T/M) (500 hours)	\$ 145,048.00
Current Contract Price, including this Change Order (2,000 hours). \$	579,644.00

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On November 19, 2024, City Council approved a contract with Burns & McDonnell Engineering Company, in the not-to-exceed amount of \$434,596.00 (Ordinance 24-2217).

RECOMMENDATION

Award Amendment No. 1 with Burns & McDonnell Engineering Company, Inc., project support services and Maximo support specialists for Denton Municipal Electric, in a not-to-exceed amount of \$145,048, for a total amended contract amount of \$579,644.

PRINCIPAL PLACE OF BUSINESS

Burns & McDonnell Engineering Company, Inc.
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval, with a completion date by August 1, 2026.

FISCAL INFORMATION

These services will be funded from DME Work Management System account 605267500. Purchase Order #209207 will be amended in the Purchasing software system in the amount of \$145,048. The budgeted amount for this item is \$579,644.

EXHIBITS

- Exhibit 1: Agenda Information Sheet
- Exhibit 2: Original Ordinance and Contract
- Exhibit 3: Ordinance and Amendment 1

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

Legal point of contact: Marcella Lunn at 940-349-8333.

ORDINANCE NO. 24-2217

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., TO PROVIDE PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROFESSIONAL SERVICES AGREEMENT FOR SUPPORT SERVICES AWARDED TO BURNS & MCDONNELL ENGINEERING COMPANY, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$434,596.00).

WHEREAS, on December 14, 2021, the City Council approved a pre-qualified professional services list of professional engineering services for Denton Municipal Electric (Ordinance 21-2687), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Burns & McDonnell Engineering Company, Inc., to provide professional engineering services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

The motion to approve this ordinance was made by Joe Holland and seconded by Brian Beck. This ordinance was passed and approved by the following vote [4 - 3]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	X _____	_____	_____
Vicki Byrd, District 1:	X _____	_____	_____	_____
Brian Beck, District 2:	X _____	_____	_____	_____
Paul Meltzer, District 3:	_____	X _____	_____	_____
Joe Holland, District 4:	X _____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	X _____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	X _____	_____	_____

PASSED AND APPROVED this the 19th day of November, 2024.



 GERARD HUDSPETH, MAYOR

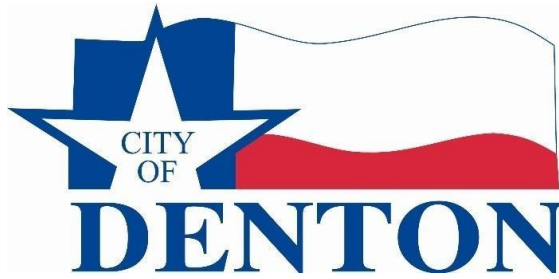
ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden



APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



DocuSign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Support Specialist
Purchasing Contact	Christa Christian
City Council Target Date	NOVEMBER 19, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-2217

CITY OF DENTON, TEXAS
7804-015 OWNERS ENGINEER FOR PROJECT SUPPORT SERVICES - MAXIMO
SUPPORT SPECIALIST
STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL
SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, with its corporate office at 100 Energy Way, Suite 1700, Fort Worth TX 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: 7804-015 Project Support Services - Maximo Support Specialist (the "PROJECT").

SECTION 1
Scope of Services

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **\$434,596.00** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

**SECTION 4
Obligations of the Engineer**

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

care of a competent engineer.

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

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

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas

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

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

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

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

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

Q. Certificate of Interested Parties Electronic Filing

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

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: **Contract 7804-015** – Form 1295)

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

O. Prohibition Against Personal Interest In Contracts

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

P. Agreement Documents

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

this AGREEMENT:

Attachment A – Statement of Work

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on 11/19/2024

Burns & McDonnell Engineering Company Inc.

DocuSigned by:
BY: Robb Montgomery
1D30F8C99BF94AB
AUTHORIZED SIGNATURE

Printed Name: Robb Montgomery

Title: Director

913-484-3535
PHONE NUMBER

robb.montgomery@1898andco.com
EMAIL ADDRESS

2024- 1149980
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: ^{DocuSigned by:}
Sara Hensley
5236DB296270423...

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: ^{DocuSigned by:}
Lauren Thoden
D09D09CAD33D487...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: ^{DocuSigned by:}
Marcella Lunn
4B070831B4AA438...

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

^{Signed by:}
Antonio Puente Antonio Puente
E3760944C2BF4B5... PRINTED NAME
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT



**ENTERPRISE WORK AND ASSET
MANAGEMENT TECHNICAL
SUPPORT SERVICES**
FOR DENTON MUNICIPAL ELECTRIC

STATEMENT OF WORK

October 10, 2024

CONTENTS

- 1.0 Overview and Scope Activities1-1**
 - 1.1 Background 1-1
 - 1.2 Services Term 1-1
 - 1.3 Service to be Provided 1-1
 - 1.3.1 Role Details 1-1
- 2.0 Assumptions2-2**
- 3.0 Team Structure3-4**
- 4.0 Maintenance and Support4-1**
- 5.0 Escalation Process5-2**
- 6.0 Change Management.....6-3**
- 7.0 Budget and Payment Terms.....7-1**
- 8.0 Contact Information8-2**
- 9.0 Terms Error! Bookmark not defined.**
- 10.0 Authorization9-1**

FIGURES

- Figure 1. Project Team Structure 3-4

1.0 Overview and Scope Activities

1.1 Background

This project involves supporting the Client's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of the Client to provide technical support, including defect remediation, configuration, testing, and migrations to help the Supplier and their system implementation partner achieve the project objectives.

1.2 Services Term

Work is estimated to begin on or before 11/01/2024. Up to 1500 hours will be allocated for assistance, with a project completion date of 12/31/2025. Exact start and end dates shall be determined by Client and Supplier.

1.3 Service to be Provided

Client has requested Supplier to provide a Maximo Solution Architect to work with, and under the direction of, the Client to relieve Client of the day-to-day responsibilities of supporting the Project team. The Supplier will support project implementation and technical activities as directed by Client. Where available, Supplier will utilize the Client Methodologies and conform to Client's architectural and testing standards, and policies.

Supplier personnel will support Maximo and integrated technologies upon reasonable agreement between the parties.

Supplier will perform the Work described below and such tasks directed by Client to support the Project.

1.3.1 Role Details

Maximo Solution Architect(s) (SA)

Work closely with, and at the direction of Client's Technology Operations Group to organize the development effort and deliver technical solutions that satisfy the Project's business objectives. The SA will:

- Follow the Client solution architecture methodology
- Assist with critical and prioritization of backlog
- Develop solutions for assigned defects and enhancements
- Thoroughly test fixes & Enhancements in lower environments prior to migrating to production
- Support the migration of the solution (application and infrastructure) to the production environment
- Update Technical documents to reflect fixes
- Review Project technical requirements to verify that they can be implemented as they relate to the Project
- Communicate issues related to architecture, design and technical implementation to the Lead Architect and the Project Manager
- Review detailed technical and deployment specifications provided by Client and/or System Implementation partner
- Work closely with the Client IT infrastructure, networking, communication and IT security teams to deploy, provision, and configure hardware, software, and application components in accordance with Client IT standards and policies

- Work with the vendor, testing, business, and IT teams to confirm that non-functional requirements are met, and non-functional testing is successful
- Provide technical guidance to team members
- Develop and maintain the technical design and migration documents as per the changes.
- Coordinate with other Project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately
- Perform and support other Project related tasks as required by the Project
- Manage a robust defect tracking process, ensuring timely identification, logging, prioritization, and resolution of defects
- Implement QA best practices and standards, ensuring the quality and integrity of the Maximo system through rigorous testing and validation procedures
- Provide support for various testing activities to promote consistency across different test phases
- Oversee creation, management, and maintenance of test data sets required for various test scenarios, ensuring the data's relevance and accuracy
- We will provide a weekly status report

2.0 Assumptions

In addition to any other responsibilities, roles, or duties described in the Agreement and this SOW, set forth below is a list of the obligations for which Client is responsible, conditions on Supplier's performance, and assumptions upon which Supplier has relied in agreeing to perform the Work described in this SOW on the terms set out herein. If any of the assumptions set out below are proven to be incorrect or if the Client does not fulfill its obligations and any such incorrect assumptions or Client non-performance materially impacts the Project, then any resultant changes to the Project schedule, fees and expenses, Deliverables, level of effort required, or otherwise adverse impact to Supplier's performance of the Work described in this SOW, either party may initiate a change request.

- The Client shall set the direction for the Project, make choices on direction, options and priorities, and take ownership for the outcomes.
- The Supplier is not responsible for production of deliverables under this SOW.
- The overall project duration of the Maximo Solution Architect role is 14 months, assuming a start of August 2024 and substantially completed by October 2025.
- Roles will be a minimum of 16 hours per week for the duration of the project that the role is engaged.
- If duration of role requires changes due to schedule, requirements, or complexity of project execution, a mutually agreed change may be issued.
- The information provided by the Client regarding the SOW is accurate and complete. If, after the SOW is signed, it is determined that the information provided by the Client is inaccurate or incomplete in any material manner, the Parties will negotiate an adjustment in the project schedule and the fees and expenses, as applicable, in a Change Order.
- Anything not identified in this SOW specifically in scope is excluded from the scope.
- Any additional scope outside of this SOW will require a mutually agreed-upon Change Order.
- Each party will maintain open communication with the other party at all levels and will proactively resolve issues by escalating unresolved issues to appropriate levels of the Client and Supplier management.

- Supplier reserves the right to decline to perform any task/service that (a) is beyond the reasonably anticipated scope of this SOW; (b) presents a conflict or appearance of a conflict; and/or (c) Supplier is not sufficiently qualified and available to perform.
- The Client recognizes that expeditious responses are required to establish project team network access, user IDs, and security permissions and will therefore make its best effort to secure such access for Supplier onboarding prior to the scheduled project start date.
- The Client will be responsible for coordinating and securing the commitment to schedule relevant personnel in all key meetings, as mutually agreed upon in the project schedule.
- The Client recognizes that unplanned working session deferrals or working session duplication due to lack of attendance will constitute a break in the schedule and, therefore, may require a Change Order.
- The Client will commit resources and management involvement as described in this SOW as required by the work effort to promptly support the delivery of the Work and perform the agreed-upon acceptance procedures. Supplier shall not incur any penalties due to delays caused by the Client; and any such delays may require a Change Order to adjust scope, schedule, or fees.
- The Client is responsible for the contractual relationship with its third-party vendor(s). Supplier will not be responsible for the performance of other contractors or vendors engaged by the Client.
- The Client will be responsible for its operation and use of deliverables provided by Supplier and the Client will validate that the deliverables meet the Client's requirements through the signoff and deliverable acceptance procedures outlined in this SOW.
- Unless otherwise stated in the SOW, remote work will be provided via telephone, email, and/or webcast and only during normal business hours, Monday - Friday, 7:00 a.m. to 6:00 p.m. Eastern time, excluding Client or Supplier holidays.
- On-site work will take place at Client's facilities in Denton, TX, unless otherwise stated in this SOW.
- Client will provide Supplier with a minimum of two weeks' advanced notice before on-site travel is scheduled.
- Client shall be responsible for obtaining, at no cost to Supplier, consents for Supplier's use of any third-party products, including, but not limited to software (including purchase of any licenses), necessary for Supplier to perform its obligations under this SOW.
 - For example, if Client requires Supplier to manage all work via VPN to their environment using a virtual machine. Client would be responsible for setup of the virtual machine, the VPN, and any software needed on the VPN that would be relevant to a Client standard image.
- Client will provide Supplier access to detailed design documentation such as architecture designs, schema design, source code, and coding standards, if any exist, as needed to fulfill the Work.
- Client will provide timely access to stakeholders and decision-makers, and decisions will be made promptly and without delay.
- Identified Client executive sponsors shall be responsible for resolving all escalated decisions regarding scope, duration, resources, and finances.
- Client acknowledges and agrees that Supplier is not providing any tax, legal, accounting or regulatory services or advice while providing the Work.
- Client shall provide appropriate access and log-in privileges to all applicable System environments including production and any ticketing tool for the purposes of delivering the Work. All required application support software, support licenses, and tools will be provided by the Client. Any product support will be provided by the relevant product vendor(s), and Client will purchase the necessary product support from these vendors. For the newly onboarded resources, all access will be provided within five (5) working days.

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

3.0 Team Structure

The project team structure is illustrated below:

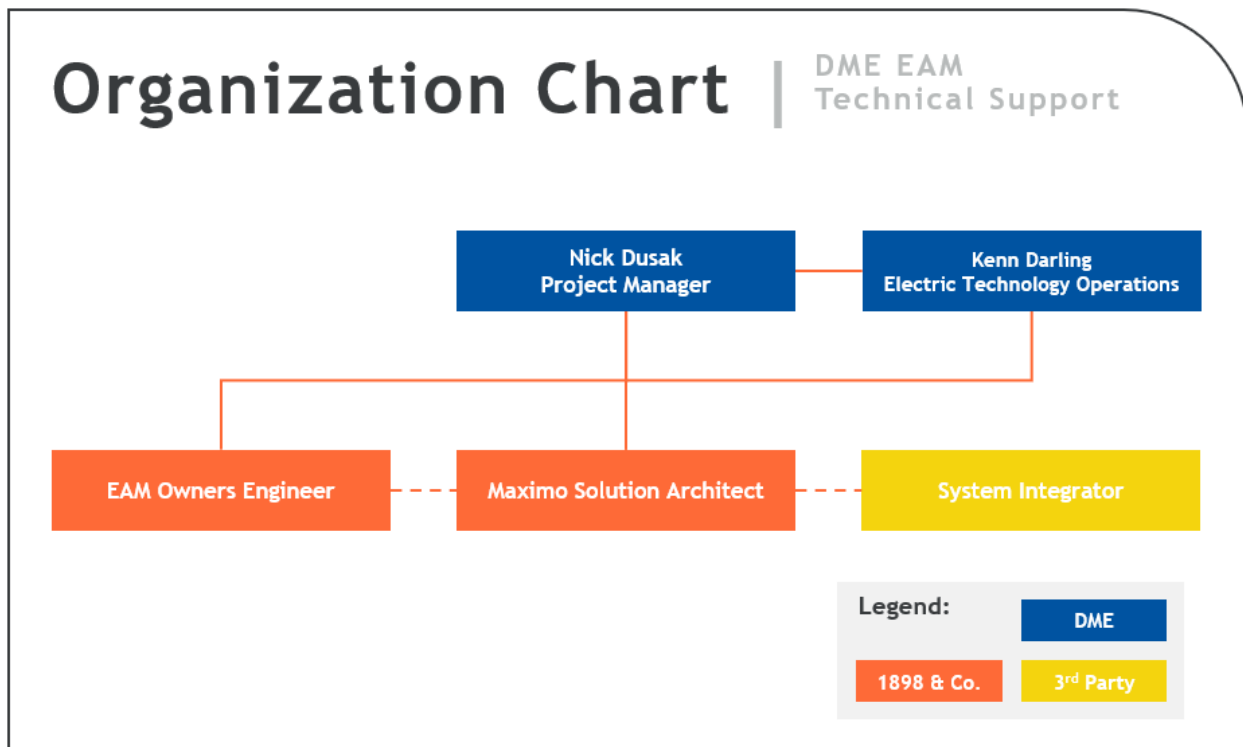


Figure 1. Project Team Structure

4.0 Maintenance and Support

The system components will be managed by the project team, which includes DME. During this period, defects will be logged and prioritized by the team. The team may elect to not address defects to focus on delivering demonstratable project value. The team will provide their best-effort to ensure the uptime and availability of the system during business hours.

As DME is committed to providing safe and reliable energy, 1898 & Co. is committed to maintaining and supporting Maximo with high availability up time and quality control. 1898 & Co. has established a support methodology that will allow seamless support while maintaining business continuity. 1898 & Co. is committed to providing Application Management, Integration, Configuration, and Business Process Support to DME for the Maximo solution.

Incident / Problem Management

All incidents / defects will be entered by the client into the client incident management system (or other incident management system mutually agreed upon by DME and 1898 & Co. 1898 & Co. will leverage DME's incident management system for the duration of the program. 1898 & Co. will review incidents, debrief on root cause and review provided solutions on a weekly basis with DME. The following checklist outlines the information to be recorded in the incident management system when reporting a problem.

- Date and time of the error/problem
- Severity of the problem
- Name and contact information for the originator of the trouble report
- Description of the problem including any error messages received
- Task(s) user could not complete (e.g. log in)
- Number of users affected
- If the problem is related to another reported problem, describe that problem and provide ticket information

Once assigned, 1898 & Co. will confirm and update the incident ticket with an incident severity level based upon the mutually agreed upon assessment criteria, assign the appropriate severity level to the incident, troubleshoot the incident, and work to resolve the incident. Once the incident has been resolved, the ticket will be closed. All dates, times and support staff for the incident will be tracked by the incident management system.

Incident/Defect management severity will be mutually agreed to by 1898 & Co. and client based on the following table.

Incident Severity Level	Incident Management Description
Severity 1: Critical	Critical incident reserved for business-critical functionality. A critical IT function (e.g. supported materials, network, hardware, etc.) is unavailable or interaction with outside customers is greatly impacted or business can continue but with significant impact on internal business processes. Requires immediate resolution.
Severity 2: High	A problem which does not qualify as a Severity 1 problem will be assigned as “Severity Level 2” if the problem is characterized by the following: The Supported Materials’ critical IT functions are unavailable to a significant number of Licensee’s customers, or the problem significantly impacts Licensee’s internal business processes, but a workaround is available and agreed to by Licensee, and Licensee’s business operations can continue.
Severity 3: Medium	A problem which does not qualify as a Severity 1 or 2 problem will be assigned as “Severity Level 3” if the problem is characterized by the following: The problem has a commercial impact on Licensee’s business.
Severity 4: Low	A problem which does not qualify as a Severity 1, 2 or 3 problem will be assigned as “Severity Level 4”. Resolution is expected based on a mutually agreed upon commitment between the 1898 & Co. support person and the client. Severity 4 will be addressed on normal agreement schedule as normal configuration management schedule.

5.0 Escalation Process

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

- Representatives at each stage should make good faith efforts to resolve any issue that is within their authority, within 10 business days.
- As soon as it is determined that a representative does not have the authority to resolve an issue, or there is an impasse at that stage, it should be immediately escalated within that representative’s organization.
- The escalation of the issue should include a summary of unresolved issues together with the recommendation of each of the Client and Supplier designated points of contact. When escalating an issue, both the Supplier and Client representatives listed in the respective stages below should be included in the correspondence.
- Client requires that unresolved issues be discussed at the next stage within 5 days of being escalated. To that end, within 24 hours of an issue being escalated, a conference call will be set up between the representatives at the next stage.

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

6.0 Change Management

Supplier shall inform Client of any pending or possible changes in the use or status of all Supplier Project personnel.

Any changes to Supplier staff, including work assignments and participation level, shall be subject to Client approval.

Client shall have the right to have any Supplier staff replaced or removed from the Project for cause.

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

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

7.0 Budget and Payment Terms

Supplier will perform the Work on a time and material basis based on the rates set forth below. Based on the terms set forth in this SOW, Supplier’s fees for its work will be approximately **\$434,596**. Client understands that Supplier’s fees will be based on upon work performed.

Scope Tasks	2024	2025	Totals
1.3 - Maximo Solution Architect	\$133,807	\$299,693	\$433,500
1.3 - Project Support	\$411	\$685	\$1,096
Totals	\$134,218	\$300,378	\$434,596

Work hours will be charged using the following rate classification:

Scope Task	Role	Rate	Estimated Hours	Estimated Fees
1.3	Senior EAM Solution Architect	\$289	1500	\$433,500
1.3	Project Support	\$137	8	\$1,096

Position Classification	Hourly Billing Rate
Project Support ^{*, 2}	\$137.00
Analyst	\$217.00
Lead Analyst	\$234.00
Consultant	\$289.00
Manager/Senior Consultant	\$307.00
Director / Senior Manager ³	\$372.00
Managing Director	\$390.00
Principal Consultant	\$427.00

NOTES:

1. Position classifications listed above refer to the firm's internal title system or project role.
2. Project Support includes Technical Writer, Research Assistant, or similar roles defined for the scope of work.
3. Manager includes Project Manager, Section Manager, Product Manager, Research Manager, and any other manager title.
4. Project time spent by corporate officers will be billed at the Managing Director rate.
5. Expenses (if required) will include, but not limited to, travel and lodging, and all taxes, as applicable, and will only be billed as incurred. Supplier resources will follow travel and expense

policies and procedures as defined in the current Agreement between Supplier and Client as referenced above.

6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt.
7. A late payment charge of 1.5% per month may be added to all amounts not paid within 30 days of the invoice date.
8. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to the Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
9. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

8.0 Contact Information

Notices related to this SOW will be sent to the contacts shown below, with a copy of the Parties' legal notices contact if applicable. Either Party may modify the contacts shown below by providing written notice to the other Party (where an email will suffice).

<p>Client Project/Notices Contact:</p> <p>Name: Jerry Looper Role: Director Email: Jerry.Looper@cityofdenton.com</p>	<p>Supplier Project/Notices Contact:</p> <p>Name: Robert Montgomery Role: Director Email: Robert.Montgomery@1898andco.com</p>
<p>Client Invoice Contact:</p> <p>(if different from above):</p> <p>Name: Role: Email:</p>	

9.0 Authorization

Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Statement of Work in the space provided below.

Client/Accepted and Agreed:

Denton Municipal Electric

By: DocuSigned by:
Sara Hensley
5236DB296270423...

Printed Name: Sara Hensley

Title: City Manager

Date: 11/20/2024

Supplier/Accepted and Agreed:

Burns & McDonnell Engineering Company, Inc.

By: DocuSigned by:
Robb Montgomery
1D20F5C9DDF04AD...

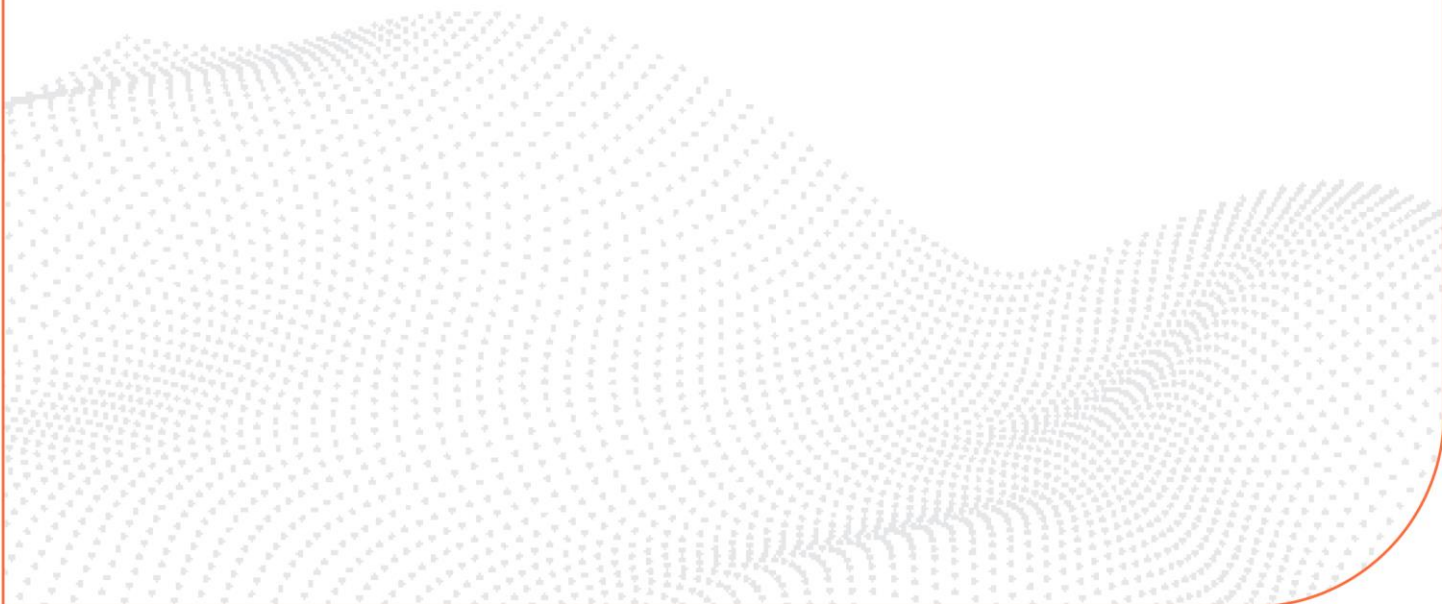
Printed Name: Robert Montgomery

Title: Director

Date: October 10th, 2024



1898andco.com



Certificate Of Completion

Envelope Id: C1E888BD61774E52A38E15AF60252EBA	Status: Completed
Subject: Please DocuSign: City Council Contract 7804-015 Maximo Support Specialist	
Source Envelope:	
Document Pages: 33	Signatures: 7
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.10

Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
10/10/2024 3:54:10 PM	Christa.Christian@cityofdenton.com	

Signer Events

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: 198.49.140.10	Sent: 10/10/2024 4:35:12 PM Viewed: 10/10/2024 4:35:21 PM Signed: 10/10/2024 4:35:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/10/2024 4:35:31 PM Viewed: 10/10/2024 6:58:47 PM Signed: 10/11/2024 10:10:37 AM
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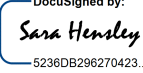
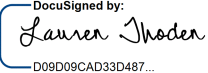
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/11/2024 10:10:39 AM Viewed: 10/11/2024 10:17:25 AM Signed: 10/14/2024 9:16:35 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robb Montgomery robb.montgomery@1898andco.com Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 45.22.105.57	Sent: 10/14/2024 9:16:38 AM Viewed: 10/14/2024 10:39:21 AM Signed: 10/17/2024 9:49:14 AM
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Electronic Record and Signature Disclosure:
Accepted: 9/7/2022 9:49:52 AM
ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c

Signer Events	Signature	Timestamp
<p>Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/17/2024 9:51:46 AM ID: 0f4b027d-80c7-489e-b626-03f1bd6b7562</p>	<p>Signed by:  E3760944C2BF4B5...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/17/2024 9:49:17 AM Viewed: 10/17/2024 9:51:46 AM Signed: 10/17/2024 10:40:46 AM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 10/17/2024 10:40:49 AM Viewed: 10/17/2024 6:21:31 PM Signed: 11/20/2024 9:56:56 AM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  5236DB296270423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 11/20/2024 9:56:59 AM Viewed: 11/20/2024 11:58:28 AM Signed: 11/20/2024 11:58:35 AM</p>
<p>Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  D09D09CAD33D487...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 11/20/2024 11:58:38 AM Viewed: 11/20/2024 2:14:37 PM Signed: 11/20/2024 2:26:32 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/10/2024 4:35:30 PM Viewed: 10/10/2024 7:26:55 PM</p>

Carbon Copy Events	Status	Timestamp
<p>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 10/17/2024 10:40:49 AM Viewed: 10/17/2024 3:18:00 PM</p>
<p>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/20/2024 2:26:35 PM</p>
<p>Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/1/2024 1:09:08 PM ID: 4211468d-fbbd-4409-80f0-53fd44d07a70</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/20/2024 2:26:37 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2024 4:35:12 PM
Certified Delivered	Security Checked	11/20/2024 2:14:37 PM
Signing Complete	Security Checked	11/20/2024 2:26:32 PM
Completed	Security Checked	11/20/2024 2:26:37 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND BURNS & MCDONNELL ENGINEERING COMPANY, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 19, 2024, IN THE NOT-TO-EXCEED AMOUNT \$434,596.00, SAID FIRST AMENDMENT TO PROVIDE PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$145,048.00, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$579,644.00).

WHEREAS, on November 19, 2024, City Council awarded a contract to Burns & McDonnell Engineering Company, Inc. in the amount of \$434,596.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Burns & McDonnell Engineering Company, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Forty-Five Thousand Forty-Eight and 0/100 (\$145,048.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$579,644.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

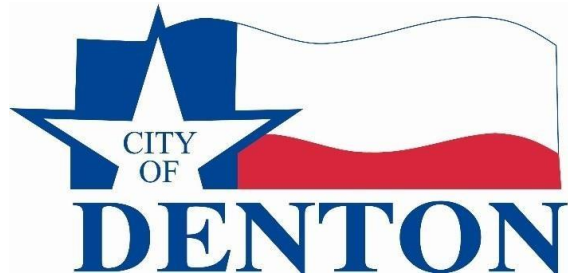
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn



DocuSign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Support Specialist, Amendment 1
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BURNS & MCDONNELL ENGINEERING COMPANY, INC.,
PSA 7804-015**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7804-015 (“Amendment”) by and between the City of Denton, Texas (“City”) and BURNS & MCDONNELL ENGINEERING COMPANY, INC., (“Engineer”); to that certain contract executed on November 19, 2024, in the original not-to-exceed amount of \$434,596 (the “Agreement”); for services related to Project Support Services - Maximo Support Specialist.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$145,048.00 with this Amendment for an aggregate not-to-exceed amount of \$579,644.00 and

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

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Project Support Services - Maximo Support Specialist are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, attached hereto and incorporated herein for all purposes a total fee, including reimbursement for non-labor expenses an amount not to exceed \$145,048.00.
2. This Amendment modifies the Agreement amount to provide an additional \$145,048 for the additional services with a revised aggregate not to exceed total of \$579,644.00.

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

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

“City”

“Engineer”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

By:

By: DocuSigned by:
Robb Montgomery

AUTHORIZED SIGNOR, TITLE

AUTHORIZED SIGNOR, TITLE

ATTEST:

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:

By: DocuSigned by:
Marcella Lunn

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

Signed by:
Antonio Puente, Jr. Antonio Puente, Jr.

SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

EXHIBIT A



Change Order 01

Maximo Support Specialist Project Support Services

Submitted To: Denton Municipal Electric

Date: May 20th, 2025

Submitted by

Submitted to

Robb Montgomery
Director - 1898 & Co.
Phone Number: 1 (816) 708-6119
E-mail: robb.montgomery@1898andco.com

Denton Municipal Electric
Procurement Contact: Monica Salcedo
Phone Number
E-mail: monica.salcedo@cityofdenton.com



CHANGE ORDER NO. 7804-015-01

For Contract between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Project Name: 7804-015 Maximo Support Specialist - Project Support Services

BMCD Project No.: 178019

Client: CITY OF DENTON, TX

Contract: 7804-015

PO: 209207

The below noted modification(s) to subject Contract are directed by CITY OF DENTON, TEXAS and accepted by Burns & McDonnell (Supplier) (any applicable attachments are specifically identified):

This Change Order between CITY OF DENTON, TEXAS and Burns & McDonnell reflects mutually agreed changes made to the project scope and term.

The following scope of services has been mutually agreed to between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Denton Municipal Electric ("DME") has requested 1898 & Co. to perform enhancements and provide technical support services for Maximo (MAS Manage). This involves supporting the DME's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of DME to provide technical support, including defect remediation, configuration, testing, and migrations to help DME and its system implementation partner achieve the project objectives.

Supplier Maximo Solution Architects and Maximo Consultants will provide the following services:

- Develop solutions for assigned defects and enhancements, including requirements, process flows and design documents
- Prepare schedule for assigned defects and enhancements, as required
- Thoroughly test fixes & enhancements in lower environments prior to migrating to production
- Support business users to facilitate UAT testing of the solution
- Track and address issues raised, or changes requested by business users during UAT or post-production, and resolve them
- Assist with training material preparation and training users as required
- Prepare a release document with detailed deployment steps for production deployment
- Support the deployment of the solution (application and infrastructure) to the production environment
- Develop and maintain the technical design and deployment documents as per the changes
- Communicate issues related to architecture, design and technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or System Implementation partner
- Coordinating with other project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately



- Perform and support other project-related tasks as required by the project
- Open and manage cases with IBM for product-related issues and clarifications
- Provide a weekly/monthly status report to DME project stakeholders

The Supplier will provide the above services per the schedule shown below. This schedule aligns with the current overall project schedule

Additional estimated hours and fees associated with this change order are summarized below.

Details	Price Estimate
Professional Services Total Fees	\$145,048
Total Expenses	\$0
Total Cost	\$145,048

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

Scope	Role	Hourly Rate	Estimated Hours	Estimated Project Fees
System Integration Services	Senior EAM Solution Architect	\$289	500	\$144,500
System Integration Services	Project Support	\$137	4	\$548
Total				\$145,048

The revised Contract Price is:

Original Contract Price (1,500 hours)	\$ 434,596.00
Total net amount of this Change Order (T/M) (500 hours).....	\$ 145,048.00
Current Contract Price, including this Change Order (2,000 hours).....	\$ 579,644.00

The overall Project Schedule will not be impacted as a result of this change order.

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Term

There is no change in the project dates. This change order follows the term of the original contract.



Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Change Order 1 in the space provided below.

Client/Accepted and Agreed:
Denton Municipal Electric

Supplier/Accepted and Agreed:
Burns & McDonnell Engineering Company, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: Robert Montgomery

Title: _____

Title: Director

Date: _____

Date: May 20th, 2025

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
For vendor or other person doing business with local governmental entity

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

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

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

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

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

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:

Robb Montgomery

8/25/2025

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

Status: Sent

Subject: Please DocuSign: City Council Contract 7804-015 - Maximo Support Specialist, Amendment 1

Source Envelope:

Document Pages: 9

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

8/20/2025 11:17:49 AM

Christa.Christian@cityofdenton.com

Signer Events

Signature

Timestamp

Christa Christian

Completed

Sent: 8/20/2025 11:54:19 AM

christa.christian@cityofdenton.com

Viewed: 8/20/2025 11:54:31 AM

Purchasing Supervisor

Signed: 8/20/2025 11:54:46 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Lori Hewell

Sent: 8/20/2025 11:54:48 AM

lori.hewell@cityofdenton.com

Viewed: 8/21/2025 8:23:09 AM

Purchasing Manager

Signed: 8/21/2025 8:23:38 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

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Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 8/21/2025 8:23:41 AM

marcella.lunn@cityofdenton.com

Viewed: 8/22/2025 5:43:00 PM

Senior Deputy City Attorney

Signed: 8/22/2025 5:44:05 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robb Montgomery

DocuSigned by:
Robb Montgomery
1D20F5C9DDF04AD...

Sent: 8/22/2025 5:44:08 PM

robb.montgomery@1898andco.com

Viewed: 8/25/2025 11:05:19 AM

Director

Signed: 8/25/2025 11:07:56 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 45.22.105.57


Electronic Record and Signature Disclosure:

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ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c

Signer Events	Signature	Timestamp
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Antonio Puente, Jr.
 Antonio.Puente@cityofdenton.com
 DME General Manager
 Denton Municipal Electric
 Security Level: Email, Account Authentication (None)

Signed by:

 E3760944C2BF4B5...
 Signature Adoption: Pre-selected Style
 Using IP Address:
 2600:100d:b00a:c5c2:cb5:7c9:8c95:793
 Signed using mobile

Sent: 8/25/2025 11:07:59 AM
 Viewed: 8/25/2025 11:23:15 AM
 Signed: 8/25/2025 11:23:39 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/25/2025 11:23:15 AM
 ID: 2c710bfa-15d7-455f-9276-554c2b45f7fc

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

Sent: 8/25/2025 11:23:41 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ingrid Rex
 Ingrid.Rex@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

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Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication
(None)

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Sent: 8/25/2025 11:23:42 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jerry Looper
jerry.looper@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 8/21/2025 12:29:00 PM
ID: 1c513b80-7bf1-4602-b910-840207be89ac

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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.

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

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- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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- 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.



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Legislation Text

File #: PUB25-160, **Version:** 1

AGENDA CAPTION

Consider approval of the August 25, 2025, minutes.

CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES
August 25, 2025

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, August 25, 2025, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Devin Taylor, Thomas Plock, Lee Riback, Susan Parker, and Aaron Newquist

Also present: General Manager Stephen Gay and Deputy City Attorney Marcella Lunn

Absent: Chair Billy Cheek, and Robert Rayner

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

There were no presentations from the public.

2. CONSENT AGENDA

The Consent Agenda consisted of Items 2 A-C.

Board Member Parker moved to recommend adoption of agenda items 2 A-C. Motion seconded by Board Member Riback; motion carried.

YES (5): Devin Taylor, Thomas Plock, Lee Riback, Susan Parker, and Aaron Newquist

NO (0):

- A. PUB25-146** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Mountain Cascade of Texas, LLC, for the construction and movement of public water/wastewater utilities in support of TxDOT's FM 1515 widening from I-35 Frontage Road to Westcourt Road for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 7968-007 - awarded to Mountain Cascade of Texas, LLC, in the not-to-exceed amount of \$4,987,742.55).
- B. PUB25-147** Consider recommending adoption of an ordinance of the City of Denton, Texas, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Enverus, Inc., for load and renewable forecasting services for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date. (RFP 8800 - awarded to Enverus, Inc., in the three (3) year not-to-exceed amount of \$255,000.00).
- C. PUB25-148** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Enverus, Inc., for Market Fundamentals and Analytics Services for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8843 - awarded to Enverus, Inc., in the three (3) year not-to-exceed amount of \$247,500.00).

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. PUB25-151 Consider approval of the August 11, 2025, minutes.

Board Member Plock moved to recommend adoption of agenda item 3 A. Motion seconded by Board Member Parker; motion carried.

YES (5): Devin Taylor, Thomas Plock, Lee Riback, Susan Parker, and Aaron Newquist
NO (0):

C. PUB25-144 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract and lease agreement with Mayhill Renewables, LLC, to design, fabricate, construct, commission, and operate a Renewable Natural Gas (RNG) Facility to treat landfill and digester gas at the City of Denton Landfill for the Solid Waste and Water Utilities Departments; providing for the expenditure of funds therefor; and providing an effective date (RFP 8465 - awarded to Mayhill Renewables, LLC, for a primary construction phase and twenty (20) year term).

Brenda Haney gave a presentation and answered questions from Board members.

Board Member Parker moved to recommend adoption of agenda items 3 C. Motion seconded by Board Member Riback; motion carried.

YES (5): Devin Taylor, Thomas Plock, Lee Riback, Susan Parker, and Aaron Newquist
NO (0):

D. PUB25-152 Management Reports

1. Future Agenda Items
2. New Business Action Items

B. PUB25-055 Consider recommending adoption of an ordinance of the City of Denton, Texas establishing the schedule of rates for electric service for schedule ECA LL effective on October 15, 2025; providing for a repealer; providing for a severability clause; and providing an effective date.

Melissa Cuevas gave a presentation.

Board Member Newquist moved to recommend adoption of agenda items 3 B. Motion seconded by Board Member Riback; motion carried.

YES (5): Devin Taylor, Thomas Plock, Lee Riback, Susan Parker, and Aaron Newquist
NO (0):

4. CONCLUDING ITEMS

WORK SESSION

A. PUB25-121 Receive a report, hold a discussion, and give staff direction regarding the City of Denton utility billing programs.

Christa Foster gave a presentation and answered questions from Board members.

The Public Utilities Board convened into closed session at 9:17 AM.

CLOSED MEETING

A. PUB25-153 Deliberations Regarding Certain Public Power Utilities: Competitive Matters - Under Texas Government Code Section 551.086.

Receive information from staff regarding the energy cost adjustment schedule of rates for large load commercial customers that include public power utility competitive data; discuss, deliberate, and provide direction to staff regarding same.

The Public Utilities Board reconvened at 9:27 AM from closed session and no official action was taken.

With no further business, the meeting was adjourned at 9:29 AM

BILLY CHEEK
CHAIR
CITY OF DENTON, TEXAS

MONICA SALCEDO
ADMINISTRATIVE ASSISTANT
CITY OF DENTON, TEXAS

Minutes approved on: 9/15/2025



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Legislation Text

File #: PUB25-162, **Version:** 1

AGENDA CAPTION

Management Reports

1. Notice of Approval to Execute TWDB Financial Agreement Memo
2. Future Agenda Items
3. New Business Action Items



MEMORANDUM

DATE: September 15, 2025
TO: Members of the Public Utilities Board
FROM: Katherine Koch, Project Manager, Water Utilities
SUBJECT: Notice of Approval to Execute the TWDB Financing Agreement

On August 19, 2025, the City Council approved the execution and delivery of this fiscal year's Financing Agreement with the Texas Water Development Board (TWDB) for the State Water Implementation Fund for Texas (Ord. No. 25-1458).

The Financing Agreement is a mutual commitment between the City and the TWDB stating that the City is committed to entering into a loan agreement with the TWDB, with the funds made available by bonds that will be issued by the TWDB. The Financing Agreement also details termination penalties in the event the City does not execute the loan after executing the financing agreement. While the City's application was approved for \$195,845,000, staff elected a multi-year funding term to align with project needs. Below is the estimated five-year breakdown. Year one, FY 2024-25, has been issued. With this Financing Agreement, the City is preparing for the issuance of year two, FY 2025-26.

- FY 24/25: \$10,135,000
- **FY 25/26: \$11,235,000**
- FY 26/27: \$57,240,000
- FY 27/28: \$87,690,000
- FY 28/29: \$29,545,000

The Water Utilities department will use the loan for the Ray Roberts Water Treatment Plant (RRWTP) Expansion project. This project will expand RRWTP's treatment capacity by the design and construction of a 20 million gallons per day membrane treatment facility.

The TWDB will sell bonds and use the proceeds to fund the SWIFT loans. The City will be expected to close the loan in mid-November to early December and will then be fully obligated to repay the loan.

Several administrative steps must occur annually for the City to obtain the requested funds, all of which are based upon TWDB's deadlines. The current Financing Agreement for \$11,235,000 is due to the TWDB on or before September 5, 2025. Due to the timing constraints for the City to execute the financing agreement, staff were unable to present the financing agreement to the Public Utilities Board prior to the City Council.

OUR CORE VALUES

Inclusion • Collaboration • Quality Service • Strategic Focus • Fiscal Responsibility

Future Public Utilities Board Agenda Items

Note: This is a working draft of pending PUB items and is subject to change without notice.

Meeting Date	Item	Dept
September 15, 2025		
September 29, 2025		
October 13, 2025		
October 27, 2025		
November 17, 2025		
December 15, 2025		

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.					
2.					