



City of Denton

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

Meeting Agenda Public Utilities Board

Monday, July 14, 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, July 14, 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 – D). 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. [PUB24-194](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas

home-rule municipal corporation, rejecting any and all competitive proposals under RFQ 8551 for the Denton Renewable Resource Plan (DRRP) Whitepaper; and providing an effective date (RFQ 8551).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance](#)

- B. [PUB25-059](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-003 - Professional Services Agreement for professional services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of \$98,300.00).

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

- C. [PUB25-099](#) 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 contract between the City of Denton and Schneider Electric Smart Grid Solutions, LLC, amending the contract approved by City Council on December 13, 2022, in the not-to-exceed amount of \$683,277.00; said first amendment to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 7817 - providing for an additional first amendment expenditure amount not-to-exceed \$129,124.00, with the total contract amount not-to-exceed \$812,401.00).

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

- D. [PUB25-100](#) 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 CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8778 - awarded to CyberTech Systems and Software Inc., in the one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$2,347,092.00).

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

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [PUB25-116](#) Consider approval of the June 23, 2025, minutes.

Attachments: [6.23.2025 PUB Minutes](#)

- B. [PUB25-101](#) Management Reports
1. Public Agenda Posting Deadline
 2. Future Agenda Items
 3. New Business Action Items

Attachments: [1. Public Agenda Posting Deadlines](#)
 [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 salutary 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.

Following the completion of the Regular Meeting, the Public Utilities Board will convene in a Work Session at which the following items will be considered:

WORK SESSION

- A. [PUB25-008](#) Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2025-26 preliminary utility budgets and rates for Solid Waste, Water, Wastewater, Drainage, Electric and Customer Service.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Presentation \(updated\)](#)

- B. [PUB25-098](#) Receive a report, hold a discussion, and give staff direction to explore the acquisition of an existing and/or proposed dispatchable electric generation facility.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - List of Power Stations in Texas](#)
 [Exhibit 3 - Presentation](#)

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 July 10, 2025, in advance of the 72-hr 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 48 HOURS 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

City Hall
215 E. McKinney St.
Denton, Texas 76201
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Legislation Text

File #: PUB24-194, **Version:** 1

AGENDA CAPTION

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFQ 8551 for the Denton Renewable Resource Plan (DRRP) Whitepaper; and providing an effective date (RFQ 8551).



City of Denton

City Hall
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AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: July 14, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFQ 8551 for the Denton Renewable Resource Plan (DRRP) Whitepaper; and providing an effective date (RFQ 8551).

INFORMATION/BACKGROUND

An RFQ was issued to identify qualified firms to review the Denton Renewable Resource Plan (DRRP) whitepaper developed by Denton Municipal Electric (DME) staff, and after evaluation and negotiation, the highest-ranked firm was London Economics International, LLC. The DRRP whitepaper is an important document that takes a holistic approach to review DME's current and future renewable portfolio and analyzes the financial impact of given proposed ERCOT Market changes going forward. However, after further internal discussions and strategic planning efforts, DME has decided to take a more comprehensive approach to long-term resource planning. As a result, the utility will develop a full Integrated Resource Plan (IRP), which will encompass and expand upon the goals and scope originally envisioned in the DRRP Whitepaper.

The IRP will include a broader evaluation of DME's generation portfolio mix and regulatory considerations. It will also provide robust stakeholder engagement and scenario-based planning.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

RECOMMENDATION

Staff recommends rejection of all proposals for the RFQ related to the review of the DRRP whitepaper.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Jose Gaytan, 940-349-7528.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFQ 8551 FOR THE DENTON RENEWABLE RESOURCE PLAN (DRRP) WHITEPAPER; AND PROVIDING AN EFFECTIVE DATE (RFQ 8551).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate Denton Renewable Resource Plan (DRRP) whitepaper (RFQ 8551) in accordance with the procedures of state laws and the City's ordinances; and

WHEREAS, the City staff recommends, and the City Council has determined, that it is in the best interest of the City that the herein described proposals should be rejected; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. All competitive proposals, as described in the "Request for Proposal", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned herein (RFQ 8551 – Denton Renewable Resource Plan (DRRP) whitepaper) are hereby rejected.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute all necessary documents for the rejection of said proposals. The City Manager, or their designee, is hereby authorized, in their discretion, to re-advertise to receive competitive bids, or proceed otherwise, to procure goods and services described in RFQ 8551.

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 the RFQ 8551 to reject said proposals to the City Manager, or their designee.

SECTION 4. 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:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



City of Denton

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215 E. McKinney St.
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Legislation Text

File #: PUB25-059, **Version:** 1

AGENDA CAPTION

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-003 - Professional Services Agreement for professional services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of \$98,300.00).



City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: July 14, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-003 – Professional Services Agreement for professional services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of \$98,300.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

The Solid Waste Department's Landfill is located at 1527 South Mayhill Road and serves as the sole solid waste disposal site for the City of Denton's residents and businesses. Solid Waste operations are designed to maximize the use of landfill space while controlling environmental hazards and protecting the environment.

Parkhill was chosen from our pre-approved vendor list, 8525, to provide design and construction administration of the landfill's Supervisory Control and Data Acquisition (SCADA) system for the landfill leachate collection and discharge system. Landfill leachate must be controlled, collected, analyzed, discharged, and tracked for treatment in accordance with the landfill's Texas Commission on Environmental Quality (TCEQ) 1590B Permit. The SCADA system will allow landfill personnel to electronically monitor and control the movement of fluids from the leachate sumps out of the landfill. Utilizing a SCADA system will allow for live, uncorrupted data acquisition and automated pumping as compared to the old method of manually taking readings and pumping daily. Keeping meticulous data logs for the TCEQ reports is critical, so data quality is essential.

Request for Qualifications for state certified engineers for professional engineering services for the Solid Waste and Recycling Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on August 20, 2024 (Ordinance 24-1562).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 20, 2024, City Council approved RFQ 8525 for state certified engineers for professional engineering services for the Solid Waste and Recycling Department (Ordinance 24-1562).

RECOMMENDATION

Award a contract with Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department, in a not-to-exceed amount of \$98,300.

PRINCIPAL PLACE OF BUSINESS

Parkhill, Smith & Cooper, Inc.
Frisco, TX

ESTIMATED SCHEDULE OF PROJECT

Delivery of the items will occur within 180 days after receipt of the order.

FISCAL INFORMATION

These services will be funded from Solid Waste and Recycling account #665221585.1365.40100. Requisition #169576 has been entered into the Purchasing software system in the amount of \$98,300. The budgeted amount for this item is \$98,300.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

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

For information concerning this acquisition, contact: Randall Morris, 940-349-8049.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR THE SOLID WASTE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8525-003 – PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES AWARDED TO PARKHILL, SMITH & COOPER, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$98,300.00).

WHEREAS, on August 20, 2024, the City Council approved a pre-qualified professional services list of state certified engineers for professional engineering services for the Solid Waste and Recycling Department (Ordinance 24-1562), 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 [Engineering functions]; 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 Parkhill, Smith & Cooper, 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 _____ 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.

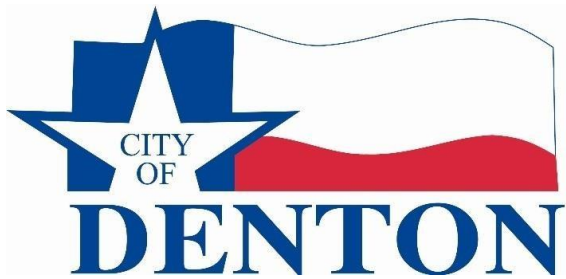
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	8525-003
File Name	LANDFILL SCADA PROJECT
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and **Parkhill, Smith & Cooper, Inc.** with its corporate office at 4222 85th St., Lubbock, TX 79423 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Landfill SCADA Project (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 \$98,300 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

City of Denton, Texas
Standard Agreement for Engineering Related Design Services
Revised Date: 3/22/22
Page 1 of 19

- (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. 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 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor 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.

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 Services, Compensation, Project Schedule, Location Map

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

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

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

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
Signature
Parkhill, Smith & Cooper, Inc.
22ACE0EE58A3431

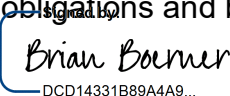
Authorized Agent, Title

Full Name: Frank Pugsley

2025- 1288789

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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


DCD14331B89A4A9...

Signature
Director of Solid Waste

Title
Swr

Department

Date Signed: 4/2/2025

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY


DocuSigned by:
BY: 4B070831B4AA438...



ATTACHMENT A

March 4, 2025

Randall Morris
Landfill Manager
Solid Waste and Recycling Department
City of Denton
1527 S. Mayhill Rd.
Denton, TX 76208

RE: Proposal for Professional Services (42922.24)
Denton Landfill LCS SCADA System

Dear Mr. Morris:

Parkhill is pleased to have the opportunity to provide this proposal for Engineering services to the City of Denton for the referenced Project.

PROJECT UNDERSTANDING

The City of Denton's solid waste department contacted Parkhill to provide design and construction administration services for the installation of a remote monitoring solution for their landfill leachate collection system. The remote monitoring system, or SCADA, is intended to monitor the operation, alarm conditions, and provide control and analysis of up to six (6) leachate pump stations located around the perimeter of the landfill.

SCOPE OF SERVICES

DESIGN

Parkhill will provide design and technical specifications to procure programming, automation and installation of a new SCADA system.

1. Provide design coordination with Landfill operations staff.
2. Design of a new SCADA system to include new remote terminal units (RTU) for 5 existing and 1 proposed leachate pump locations and 1 new master RTU located at the Landfill operations facility
3. Perform radio path analysis.
4. Prepare a location determination for 3 communication towers approximately 30-40' in height.
5. Provide details and specifications for 3 self-supporting lattice-type communication towers to include foundation, foundation placement
6. Extension of existing electrical service to each tower location from nearest source as found on landfill site.
7. Specification of wireless communication equipment (radio) at each tower location, existing leachate pump site, and Landfill operations facility.
8. Design and specification of RTUs at each existing leachate pump site, and landfill operations facility, and conduit/flexible conduit from existing leachate pump controller to new RTU to include conductors and terminations at each end.
9. Provide a programming narrative to guide contractor's programming, configuration and commissioning of all new RTUs and communication equipment.

10. Provide a narrative for human machine interface development and commissioning.
11. Require testing of all installed equipment for proper alarming, trending, control, and monitoring both locally and remotely.

BIDDING

1. Attend a pre-bid meeting and site visit to familiarize prospective contractors with the project.
2. Respond to comments and questions raised by potential bidders through the City Purchasing Department.
3. Prepare and issue clarifications to plans and specifications as necessary via addenda to the bid documents through the City Purchasing Department.
4. Following the bid opening, Parkhill will provide assistance with reviewing the bid tab prepared by Denton's Purchasing Department and contacting contractor references as requested.

CONSTRUCTION ADMINISTRATION

1. During construction Parkhill will lead virtual preconstruction and construction progress meetings with the City and Contractor staff, take and distribute meeting minutes.
 - a. Attend up to 3 regular construction progress meetings.
2. Review and respond to up to 5 submittals, 2 requests for information (RFI) and make recommendations as necessary for up to 1 change order requests.
3. Review and submit contractor requests for payment to the City for processing.
4. Conduct a final walk-through at project completion.
5. Provide troubleshooting support to the Contractor during commissioning.
6. Provide As-Built Record Drawings based upon information provided to Parkhill by the Contractor.

TRAINING

1. In conjunction with the final walk-through, provide post-construction training of landfill personnel in direct charge of the leachate collection system and SCADA system. Training is budgeted to include up to one 8-hour day.

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Surveys and Geotechnical Reports

DELIVERABLES

- 60% Design Plans and Specifications
- 90% Design Plans and Specifications
- Final Bidding Documents

SCHEDULE

A tentative schedule for submitting our work is as follows:

- 60% Design – 90 days from NTP
- 90% Design – 45 days from receipt of comments
- Final Bidding Documents – 45 days from receipt of comments

COMPENSATION

Our fee for the Scope of Services for tasks 1 through 4 above will be based on a lump sum amount of \$98,300.00 and will be billed on a percentage complete method.

TASK	FEE	
Task 1 – Design	\$	47,500.00
Task 2 – Bidding	\$	8,500.00
Task 3 – Construction Administration	\$	32,500.00
Task 4 – Training	\$	9,800.00
TOTAL	\$	98,300.00

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call me. If this proposal meets your expectations, we will wait to commence services upon receipt of a Purchase Order and consider receipt as Notice to Proceed.

Sincerely,

PARKHILL

By Frank E Pugsley, P.E.
Frank Pugsley, PE
Partner | Director of Environmental

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.

PARKHILL, SMITH & COOPER, 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 relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4 ☒ I have no Conflict of Interest to disclose.

5 Signed by:

Frank Pugsley

4/2/2025

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](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: 6F364D7D-A7F3-4E83-96F6-76C1AEF9D133

Status: Sent

Subject: Please DocuSign: City Council Contract 8525-003 Landfill SCADA Project

Source Envelope:

Document Pages: 25

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Crystal Westbrook

Location: DocuSign

3/26/2025 8:45:03 AM

crystal.westbrook@cityofdenton.com

Signer Events

Signature

Timestamp

Crystal Westbrook

Completed

Sent: 3/26/2025 8:47:57 AM

crystal.westbrook@cityofdenton.com

Viewed: 3/26/2025 8:48:14 AM

Senior Buyer

Signed: 3/26/2025 8:48:54 AM

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: 3/26/2025 8:48:57 AM

lori.hewell@cityofdenton.com

Viewed: 3/26/2025 10:24:47 AM

Purchasing Manager

Signed: 3/26/2025 10:25:24 AM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 3/26/2025 10:25:26 AM

marcella.lunn@cityofdenton.com

Viewed: 3/28/2025 5:08:11 PM

Senior Deputy City Attorney

Signed: 3/28/2025 5:11:36 PM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Frank Pugsley



Sent: 3/28/2025 5:11:38 PM

fpugsley@parkhill.com

Viewed: 3/31/2025 8:50:57 AM

Principal

Signed: 4/2/2025 9:44:59 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 138.199.118.214

Electronic Record and Signature Disclosure:

Accepted: 3/31/2025 8:50:57 AM

ID: 1c6bfa15-3edc-4fb1-909e-d7b313ba0d64

Signer Events	Signature	Timestamp
Brian Boerner brian.boerner@cityofdenton.com Director of Solid Waste SWR Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/2/2025 10:12:50 AM ID: 0e61e64e-a8dc-405a-82a4-5eace5225fce	<div> <div>Signed by:</div> <div>  <div>DCD14331B89A4A9...</div> </div> </div> Signature Adoption: Pre-selected Style Using IP Address: 72.158.228.108 Signed using mobile	Sent: 4/2/2025 9:45:02 AM Viewed: 4/2/2025 10:12:50 AM Signed: 4/2/2025 10:13:13 AM
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		Sent: 4/2/2025 10:13:16 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	<div>COPIED</div>	Sent: 3/26/2025 8:48:58 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 4/2/2025 10:13:16 AM Viewed: 4/3/2025 1:16:56 PM

Carbon Copy Events	Status	Timestamp
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 Randall Morris randall.morris@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/19/2024 3:46:43 PM ID: fe1e8268-3ba2-488b-9237-b3e1cb5a5923		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2025 8:47:57 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.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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 #: PUB25-099, **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 contract between the City of Denton and Schneider Electric Smart Grid Solutions, LLC, amending the contract approved by City Council on December 13, 2022, in the not-to-exceed amount of \$683,277.00; said first amendment to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 7817 - providing for an additional first amendment expenditure amount not-to-exceed \$129,124.00, with the total contract amount not-to-exceed \$812,401.00).



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: July 14, 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 contract between the City of Denton and Schneider Electric Smart Grid Solutions, LLC, amending the contract approved by City Council on December 13, 2022, in the not-to-exceed amount of \$683,277.00; said first amendment to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 7817 – providing for an additional first amendment expenditure amount not-to-exceed \$129,124.00, with the total contract amount not-to-exceed \$812,401.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Denton Municipal Electric (DME) selected Schneider Electric Smart Grid Solutions to configure and implement Designer XI and SPIDAcalc. DME's Request for Proposal (RFP) was based on an organizational assessment performed in 2019 to redesign how DME executes work. Specifically, to integrate better planning and coordination between engineering, procurement, material management, and operations to achieve operational efficiencies and maximize resources. Consistent with industry best practices, a comprehensive work management and planning system is needed to achieve the efficiencies and integration that will position DME to meet the high electric growth in demand in the most cost-effective manner. Both parties now wish to modify the scope of work entitled "Designer XI and SPIDAcalc Implementation" to include the following:

Compatible Unit (CU) Library & Specification ID Mapping Extension

Schneider Electric will lead up to five (5) remote working sessions with Denton, Power Engineers Inc., and Starboard Consulting LLC to discuss Compatible Units (CUs), Macros, Drawn/non-Drawn CUs needed by Denton to produce a design to allow Maximo to estimate design cost and to allow GIS to perform As-Built. Schneider Electric will provide an operational knowledge transfer session for up to five (5) Denton employees for post go-live maintenance of the CU Library and palette in Designer XI. Schneider Electric will provide up to three (3) one (1) hour remote knowledge transfer sessions.

UN Data Model Change Reconfiguration

Schneider Electric will perform configuration and mapping changes in Designer XI (DXI) as well as Editor XI (EXI) to align with changes made in the Utility Network (UN) Data Model. Schneider Electric will perform the necessary EXI and DXI configuration and mapping changes within the Schneider Electric (SE) internal Production Server (PS) environment to accommodate the updated UN Data Model changes. Schneider Electric will conduct a one (1) two-hour knowledge transfer session to demonstrate the methods and steps to perform configuration and mapping changes in response to a data model change.

Extended Designer XI and Maximo Integration Testing Support

Schneider Electric will provide three (3) consecutive weeks of remote support to DME/Starboard for troubleshooting issues related to DME's implementation of Designer XI and Maximo integration.

Extended System Acceptance Testing (SAT)

Schneider Electric will provide four (4) consecutive weeks of remote support for DME for conducting the System Acceptance Test (SAT). Schneider Electric will support DME to conduct SAT and work with DME to resolve issues as uncovered during SAT.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 13, 2022, City Council approved a contract with Schneider Electric Smart Grid Solutions, LLC, in the not-to-exceed amount of \$683,277 (Ordinance 22-2475).

On March 7, 2024, Purchasing executed Change Order No. 1 in the not-to-exceed amount of \$12,100.

On September 13, 2024, Purchasing executed Change Order #2, in the not-to-exceed amount of -\$7,130.

On February 2, 2025, Purchasing executed Change Order #3, authorizing the use of contingency funds in the not-to-exceed amount of \$42,281.

RECOMMENDATION

Award Amendment No. 1 with Schneider Electric Smart Grid Solutions, LLC, to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric, in a not-to-exceed amount of \$129,124, for a total amended contract amount of \$812,401.

PRINCIPAL PLACE OF BUSINESS

Schneider Electric Smart Grid Solutions, LLC
Fort Collins, CO

ESTIMATED SCHEDULE OF PROJECT

This contract expires on December 13, 2027.

FISCAL INFORMATION

These services will be funded from DME's CIP budget account 605269500.1360.3980. Purchase Order #206194 will be revised to include the first amendment amount of \$129,124. The total amended amount of this contract is \$812,401.

EXHIBITS

Exhibit 1: Agenda Information Sheet

Exhibit 2: Original Ordinance, Contract, and Change Orders 1-3

Exhibit 3: Ordinance and Amendment 1

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

For information concerning this acquisition, contact: Jerry Looper, 940-349-8333.

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

ORDINANCE NO. 22-2475

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
7817	Schneider Electric Smart Grid Solutions, LLC	\$683,277.00

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

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

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

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

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Brandon Chase McGee. This ordinance was passed and approved by the following vote [6 - 0]:

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

PASSED AND APPROVED this the 13th day of December, 2022.



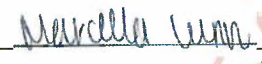
 GERARD HUDSPETH, MAYOR

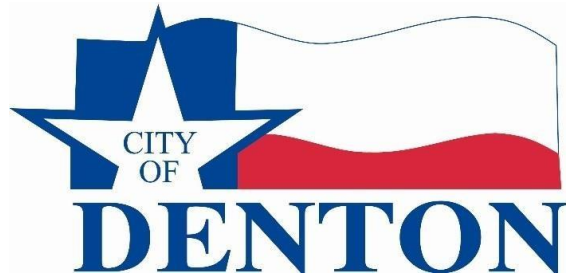
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



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



DocuSign City Council Transmittal Coversheet

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

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

THIS CONTRACT is made and entered into this date 12/13/2022, by and between a Delaware Limited Liability Company, **SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC**, whose address is 2620 E. Prospect Rd., Suite 130, Fort Collins, CO 80526

hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

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

SCOPE OF SERVICES

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

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

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

Prohibition on Contracts with Companies Boycotting Israel

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is

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

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

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

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

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

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

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

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

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

SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC

BY: 
AUTHORIZED SIGNATURE

Printed Name: Drew Ditter


Title: Global Operations Director
9702231888

PHONE NUMBER
drew.ditter@se.com

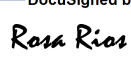
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2022- 957088

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

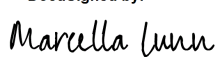
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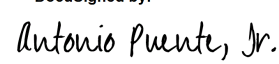
ATTEST:
ROSA RIOS, CITY SECRETARY

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

BY: 
4B070831B4AA438...

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

 Antonio Puente, Jr.
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

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

2. The Quantities

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

3. Contract Terms

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

4. Reserved.

5. Reserved.

Exhibit B

Standard Purchase Terms and Conditions

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

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

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

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

3. Reserved.

4. Reserved.

5. Reserved.

6. Reserved.

7. Reserved.

8. Reserved.

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

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

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

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

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

12. **INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information Contract # 7817

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

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

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

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

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

13. PAYMENT:

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

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

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

D. Reserved.

E. Reserved.

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

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

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: Reserved.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The

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cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

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

18. SUBCONTRACTORS:

A. Reserved.

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

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

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

D. Reserved.

19. WARRANTY-PRICE:

A. Reserved.

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

C. Reserved.

20. Reserved.

21. Reserved.

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

A. Reserved.

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

C. Reserved.

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

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

23. ACCEPTANCE:

- a. Deliverable Review. All deliverables as defined in each SOW (“Deliverable(s)”) shall be submitted to the City for review and categorization as detailed in Article 23(c) below. The City shall have fourteen (14) days to categorize the Deliverables and Contractor shall be notified in writing of any delays in the review period. Should the City fail to notify Contractor in writing within fourteen (14) days, the Deliverables shall be deemed accepted.
- b. Compliance. All reviews will be performed on the basis of work correctness and compliance with the Agreement. The City reserves the right to return for correction within the review period any Deliverables that are in error or have not been prepared within the specifications set forth in the applicable SOW.
- c. Classification of Deliverables. After review, Deliverables shall be classified as follows:

- (i) **DELIVERABLE ACCEPTED**, shall be defined as a Deliverable conforming to the SOW or meeting the specifications, with no more than minor and/or isolated exceptions or nonconformities. In such case the City will take responsibility for any necessary corrections.
 - (ii) **DELIVERABLE ACCEPTED WITH REWORK**, shall be defined as a Deliverable essentially conforming to its specification, but having a significant number of isolated exceptions, and is accepted pending re-editing and correction by Contractor. Contractor shall re-edit the work for the indicated errors and resubmit within 30 days. The City will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the Deliverable(s) as either **ACCEPTED** or **REJECTED**.
 - (iii) **DELIVERABLE REJECTED**, shall be defined as a Deliverable failing to conform to the SOW or to meet specification in ways that indicate that major improvements in procedure are needed to avoid recurrence. Contractor shall rework the Deliverable and resubmit to the City within 30 days, at which time the City will rerun its acceptance check and reclassify the work.
- d. **City Delays.** The City must exercise due diligence and shall ensure that factors beyond the control of Contractor, such as City delays and failure to fulfill City responsibilities, will not interfere with Contractor's ability to complete the Services. The City shall notify Contractor of any such factors that may cause delays in the completion of tasks or changes to the SOW, and both Parties will mutually determine required modifications to this Agreement.
 - e. **Final Acceptance and Certification.** At the conclusion of project acceptance, Contractor will request that the City sign a final acceptance certificate and City shall have fourteen (14) days to sign off on the final acceptance certificate. Should the City fail to notify Contractor of their acceptance in writing within fourteen (14) days of receiving the final acceptance certificate, all of the Deliverables shall be deemed accepted. In addition, should the City use any of the Deliverables in a Production Environment prior to receipt of an acceptance certificate, such use shall constitute deemed acceptance on part of the City. A "Production Environment" is defined as a computer system consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee's system of record database system for live business operations.

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

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

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

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

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

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

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

30. DELAYS:

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

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

B. Reserved

31. IP INDEMNITY:

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

- (i) procure for City the right to continue using such portion of the Deliverables; or
- (ii) replace such portion of the Deliverables with a non-infringing and non-misappropriating functional equivalent satisfactory to City or
- (iii) modify such portion of the Deliverables in a way satisfactory to City so that it becomes non-infringing and non-misappropriating.

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

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

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limits of liability set out herein.

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

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VIII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:
City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. Reserved.
- x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor. City will inform Contractor of any changes in the insurance requirements and Contractor shall have thirty (30) days to either

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acquire the additional insurance or terminate the Contract for convenience.

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

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

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

xiv. Reserved.

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

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

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

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

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

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

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

b. Exclusions. Confidential Information will not include information:

- (i) which was in Receiving Party's possession without any obligation of confidentiality prior to the disclosure thereof by Disclosing Party to Receiving Party and was not acquired by Receiving Party directly or indirectly from Disclosing Party;
- (ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Receiving Party;
- (iii) which Receiving Party receives without any obligation of confidentiality from a third Party who is rightfully in possession of such information;
- (iv) which is developed by Receiving Party independently and without reference to any of the Confidential Information of Disclosing Party; or
- (v) which Receiving Party is required by law to disclose.

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

38. OWNERSHIP AND USE OF DELIVERABLES:

- a. **Use of Proprietary Skills, Tools, and Data.** Each Party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the Services described herein. Nothing in this Agreement shall be construed as restraining either Party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.
- b. **License To Use.** Contractor grants to City, subject to the terms of this Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables solely for City's internal business purposes. City shall include Contractor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The Services and Deliverables delivered hereunder are not "work for hire". With the exception of the portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of City, Contractor shall own all right, title, and interest to such Services and Deliverables.
- c. **Excluded Uses.** City shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of City's internal business organization the Deliverables.
- d. **Provision Against Derivation of Source Code.** City shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.
- e. **Retention of Patentable Rights.** Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Contractor during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Contractor. With respect to any Inventions of City relating to Contractor's software, City hereby grants and agrees to grant Contractor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. City agrees to disclose promptly to Contractor (i) each Invention relating to the Contractor software and made or conceived by City's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.
- f. **Ownership.** Except as set forth in Section a. above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.
- g. **Performance of Similar Service.** Contractor may perform the same or similar Services for others, including providing the same or similar conclusions and recommendations, provided that City's Confidential Information is not disclosed.

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

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

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

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

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

44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The Contract # 7817

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

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

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

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

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

49. DISPUTE RESOLUTION:

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

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

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

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

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

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

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

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

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties Contract # 7817

that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified

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

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

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

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

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

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

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

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

such damage within one (1) calendar day.

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

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

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

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

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

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

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

Exhibit C

INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A-:VIII or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal and shall be the responsibility of Contractor.
- General Liability and Automobile Liability shall provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice from the Contractor should any of the policies described on the certificate be cancelled or materially reduced before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and,

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

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

[X] A. General Liability Insurance:

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

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

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Contract # 7817

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

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

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

[X] Workers' Compensation Insurance

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

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

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

[] Fire Damage Legal Liability Insurance

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

[] Professional Liability Insurance

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

[] Builders' Risk Insurance

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

Contract # 7817

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

☐ **Environmental Liability Insurance**

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

☐ **Riggers Insurance**

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

☒ **Cyber Liability**

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

☐ **Commercial Crime**

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

☐ **Additional Insurance**

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

Exhibit D
Certificate of Interested Parties Electronic Filing

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

Contractor 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.

EXHIBIT E - CONTRACTOR'S PROPOSAL

Scope of Work

Designer XI and SPIDAcalc Implementation

Prepared for:

Denton Municipal Electric

Proposal Date: 6/29/2022



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



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

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

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

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



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DESIGNER XI IMPLEMENTATION

Introduction

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

Assumptions

- This scope of work is for the implementation of the OOTB (out-of-the-box) Designer XI (with integration to WMS and SPIDACalc) and SPIDACalc.
- DME will make use of off-the-shelf components, where possible. This may require adopting new approaches to the way some functions are accomplished. The advantages of off-the-shelf components are that they are commercially available, used at many sites, reflect the input of that user community, and supported under the software maintenance agreement.
- DME will leverage a common data model and symbology for all commodities.
- The services provided in this scope will be completed through a combination of on-site and remote tasks.
- DME shall provide all required facilities and equipment for on-site meetings and is to ensure participation of proper representatives for scheduled project meetings and/or events.
- DME will have all necessary hardware, network equipment, and 3rd party software installed prior to the initiation of the project.
- DME and Schneider Electric each will provide a core team for the duration of this SOW. Each team also provides a project manager as the main point of contact and coordination for the respective team. Project flow of control, schedule and logistical planning will be made through each team's project manager. DME and Schneider Electric team members shall answer questions; provide information, decisions and deliverables promptly following agreed-to schedules and timelines.
- Schneider Electric will provide an OOTB Test Plan that will be used during Factory Acceptance Testing (FAT) and Acceptance Testing (Acceptance Testing). The plan will define the OOTB test scripts and steps to be performed during formal testing of the ArcFM solution suite.
- DME will provide Schneider Electric remote access to the system to assist in the implementation and troubleshooting of issues should they arise during implementation.
- Customization of the Schneider Electric Designer XI product, beyond the development of an integration to WMS and SPIDACalc, is not in Schneider Electric's scope.



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- This scope of work is for DME's electric network only.
- The client does not require SPIDA to research specific values either in, or missing from, the client file.
- SPIDA is not required to flag values or settings that deviate from industry norms, but SPIDA may communicate to the client any items or attributes that are a concern to SPIDA.
- Schneider Team shall employ their reasonable judgement and due diligence when reviewing materials furnished by the client, but the potential exists that SPIDA may overlook or suggest values that do
- Following the client's receipt of the specific SPIDA Deliverables, the City has a 10-business day period (the "Acceptance Period") to review the Client File. During the Acceptance Period, the client shall provide a written statement as to the deficiencies identified, if any. Schneider Team shall provide corrections or clarification to the reported deficiencies within 10-business days following notification by the client. If an updated Deliverable is supplied by SPIDA to the client, another Acceptance Period shall also be provided to the client. After Acceptance of the Deliverable by the client, or the Acceptance Period expires without comment from the client, the project will be closed, and further review of the Deliverable is considered out of scope.

Project Management

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

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



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- 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



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Proposed Services

1 Designer XI Implementation

1.1 Project Initiation

1.1.1 Project Kick-Off

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

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

The agenda for this meeting shall be as follows:

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

Schneider Electric Deliverable(s):

- Lead the on-site Kick-Off Meeting

DME Responsibilities:

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

Task Assumptions:

- This task will be completed on-site.



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1.1.2 Designer XI Core Team Training

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

Key Topics

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

Schneider Electric Deliverable(s):

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

DME Responsibilities:

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

Task Assumptions:

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

1.2 Analysis & Design

1.2.1 System Architecture Review

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

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



DESIGNER XI IMPLEMENTATION

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

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

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

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

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

Schneider Electric Deliverable(s):

- System Architecture Design Workshop Agenda
- Conduct the on-site System Architecture Review Workshop at DME facilities
- Draft and Final System Architecture Design Document
- Final System Architecture Design Document

DME Responsibilities:

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



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Task Assumptions:

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

1.2.2 Integration Design

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

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

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

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

Schneider Electric Deliverable(s):

- Lead the remote Integration Design Sessions
- Draft and final Integration Requirements Specification
- Lead conference call reviewing DME comments on the draft document

DME Responsibilities:

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

1.2.3 Integration Design

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

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



DESIGNER XI IMPLEMENTATION

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

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

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

Schneider Electric Deliverable(s):

- Lead the remote Integration Design Session
- Draft and final Integration Requirements Specification
- Lead conference call reviewing DME comments on the draft document

DME Responsibilities:

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

1.2.4 Business Process & Design Lifecycle Review

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

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

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

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

The following items will be defined during the workshops:

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



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

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

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

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

Schneider Electric Deliverable(s):

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

DME Responsibilities:

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

1.2.5 Compatible Unit Library & Specification ID Mapping

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

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



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

Schneider Electric Deliverable(s):

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

DME Responsibilities:

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

Task Assumptions:

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

1.3 Build - Development

1.3.1 Prepare Schneider Electric Development Environment

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

The following tasks will be completed during this process:

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

Schneider Electric Deliverable(s):

- Implement the Schneider Electric development environment as defined above

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DME Responsibilities:

- None

1.3.2 Integrations Build

The following integrations are included in this task:

- WMS
- SPIDACalc

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

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

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

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

Schneider Electric Deliverable(s):

- Draft and final copies of the Component Specification document
- Hosted WebEx conference call prototype review for the integrations and components
- Development and unit testing of the integration and components
- Installation and configuration guides

DME Responsibilities:

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

1.4 Test and Acceptance Planning

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

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



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

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

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

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

Schneider Electric Deliverable(s):

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

DME Responsibilities:

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

Task Assumptions:

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

1.5 Installation and Configuration of the DME TEST Environment

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

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

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



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- Install/Configure Designer

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

Schneider Electric Deliverables:

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

DME Responsibilities:

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

1.6 Testing

1.6.1 Factory Acceptance Testing (FAT)

This is a Schneider Electric Task.

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

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

Schneider Electric Deliverables:

- Remote Factory Acceptance Testing
- FAT Defect report
- Defect resolution report

DME Responsibilities:

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

1.6.2 System Acceptance Testing (SAT)

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

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



DESIGNER XI IMPLEMENTATION

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

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

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

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

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



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

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

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

Schneider Electric Deliverable(s):

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

DME Responsibilities:

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

Task Assumptions:

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

1.7 Training

1.7.1 Working with Designer XI

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

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

Included in this course:

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



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

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

Schneider Electric Deliverable(s):

- Provide onsite Working with Designer XI training course for up to 10-attendees
- Provide hard and soft copies of training manuals

DME Responsibilities:

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

Task Assumptions:

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

1.8 Go-Live

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

1.8.1 Production Migration

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

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

Schneider Electric Deliverables:

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

DME Responsibilities:

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

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1.8.2 Post Go-Live Production Support

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

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

Schneider Electric Deliverables:

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

DME Responsibilities:

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

1.8.3 Remote Production Support

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

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

Schneider Electric Deliverables:

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

DME Responsibilities:

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

2 SPIDAcalc Implementation

2.1 Design Sessions

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



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2.2 SpidaCALC Client File Configuration

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

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

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

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

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

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

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

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



DESIGNER XI IMPLEMENTATION

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

- For missing items and/or items with incomplete data, under client instruction, SPIDA will provide and document client file data obtained from an alternate source.
- Schneider Team shall provide suggestions, as opportunity arises and where possible, on best practices and common values used by others in the industry.
- Schneider Team shall configure the following using the furnished materials:
 - On the SPIDA Client Editor Structures tab, Schneider Team shall add and populate entries as needed on the Poles, Wires, Bundle Components, Equipment, Anchors, Crossarms, Insulators, Sidewalk Braces, and Pole Foundations sub-tabs.
 - On the Assemblies sub-tab, Schneider Team shall add and populate entries as needed for Framing and Support assemblies.
 - On the Analysis tab, Schneider Team shall add and configure Load and Strength cases, including a designation of which cases shall be applied by default when new SPIDAcalc projects are created by the client.
 - On the Presets tab, Schneider Team shall add Utility and Communication facility owners on the Owners subtab, including a designation which Owner to use by default.
 - All remaining tabs and subtabs (Forms, Reports, Presets, Rendering) shall not be populated by SPIDA.

Schneider Team Deliverable:

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

DME Responsibilities:

- Provide review and acceptance of the delivered Client File

2.3 SPIDA Consulting Services

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

Schneider Team Deliverable:

- Up to 20 hours of additional remote consulting services

DME Responsibilities:

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

2.4 SPIDAcalc Onsite Training

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



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

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

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

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

Schneider Electric Deliverable(s):

- Provide onsite SPIDAlc training course for up to 12-attendees as described above
- Provide hard and soft copies of training manuals

DME Responsibilities:

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

Task Assumptions:

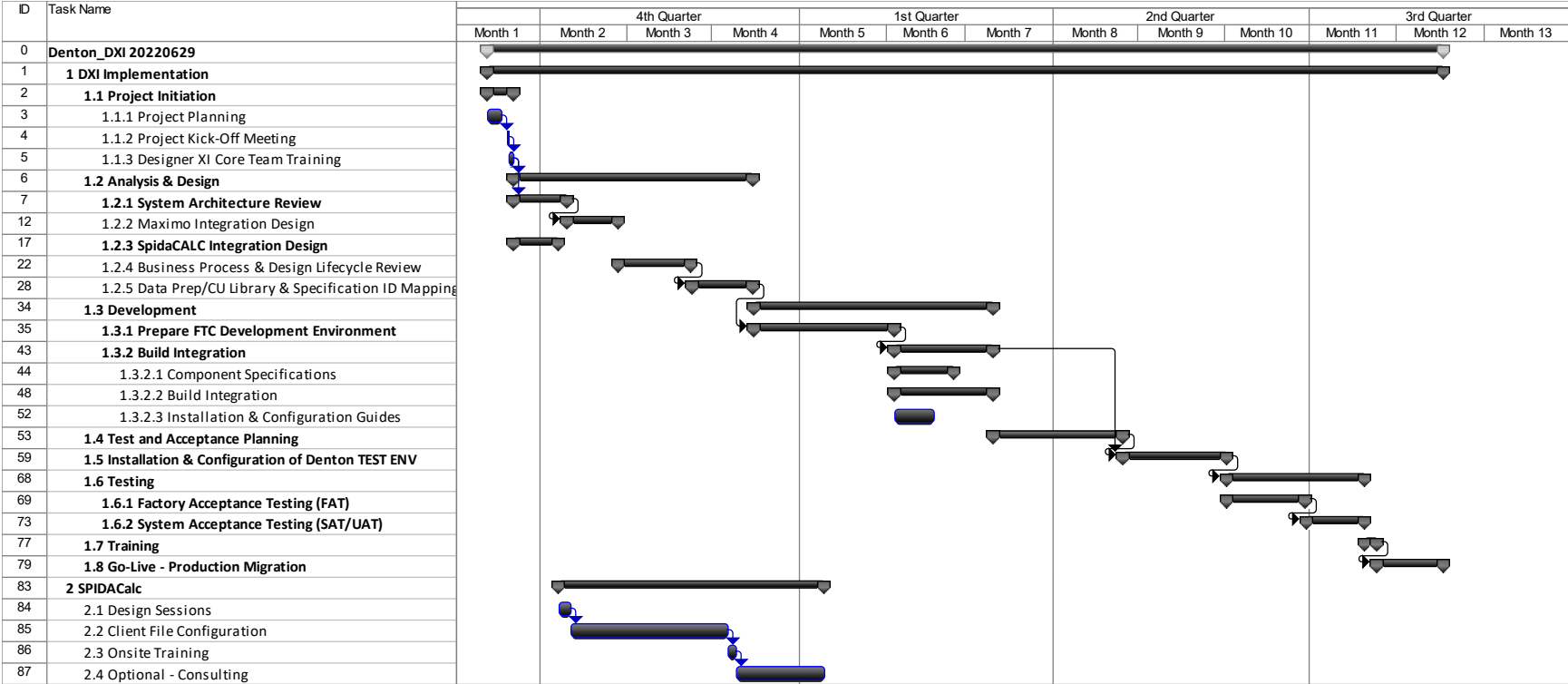
- DME will host all training activities and provide all system administration to prepare the training facilities



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Project Schedule

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





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Services Pricing

Date:	29-Jun-22			
Quote Number:	2022-2827			
Receiving Party:	City of Denton			
We are pleased to submit the following Budgetary Estimate Quote for:				
Designer XI Implementation				
PROPOSED SERVICES				
MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	\$20,360.00
2	1.2.1- 1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	\$67,740.00
3	1.2.4	Business Process & Design Lifecycle	6%	\$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	\$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	\$70,520.00
6	1.3.2	Build Integration	18%	\$104,630.00
7	1.4	Test and Acceptance Planning	3%	\$18,080.00
8	1.5	Installation & Configuration of Denton	11%	\$66,610.00
9	1.6.1	Factory Acceptance Testing (FAT)	6%	\$37,640.00
10	1.6.2	System Acceptance Testing (SAT/UAT)	6%	\$37,040.00
11	1.7	Training	2%	\$14,450.00
12	1.8	Go-Live - Production Migration	5%	\$30,800.00
13	2.1	SPIDA Design Sessions	3%	\$16,330.00
14	2.2	SPIDA Client File Configuration	5%	\$27,050.00
15	2.3	SPIDA Onsite Training	3%	\$15,070.00
16	2.4	SPIDA Consulting	1%	\$4,750.00
TOTAL SERVICES COSTS:				\$589,850.00
Quote is valid for:			90 days	
Quote is inclusive of all travel and living expenses for on-site work.				
This quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.				
Estimate does not include the cost of any third party software required to perform the services.				
The pricing contained in this quotation is based upon Schneider Electric Smart Grid Solutions LLC's standard terms and conditions and Schneider Electric Smart Grid Solutions LLC's experience with similar projects. The schedule and price are subject to change based upon the terms and conditions in the final agreement.				
Quote Provided by: L Frank				
Purchase Orders should be directed to: Schneider Electric Smart Grid Solutions, LLC Attn: Teri Gross teri.gross@se.com 2620 E. Prospect Rd., Suite 130 Fort Collins, CO 80525				

Exhibit F
Contractor's Milestone Acceptance Form

Milestone Acceptance Form (MAF)

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

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

Accepted and Agreed:

Schneider Electric Smart Grid Solutions, LLC:

Signature: _____

Printed Name: _____

Title: Project Manager

Date: _____

Customer Name:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SE Smart Grid Solutions Use Only	
DATE INVOICED	INVOICE NUMBER

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

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

SCHNEIDER ELECTRIC SMART GRID
SOLUTIONS, LLC

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

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

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

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family 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:

Signature of Vendor doing business with the governmental entity

11/18/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 30833DACB3CE4F9C9B0A9A0C0443AB4C

Status: Completed

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

Source Envelope:

Document Pages: 59

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

11/14/2022 1:31:13 PM

Christa.Christian@cityofdenton.com

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

Christa Christian

Completed

Sent: 11/17/2022 4:58:35 PM

christa.christian@cityofdenton.com

Viewed: 11/17/2022 4:58:46 PM

Senior Buyer

Signed: 11/17/2022 4:58:51 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lori Hewell



Sent: 11/17/2022 4:58:55 PM

lori.hewell@cityofdenton.com

Viewed: 11/18/2022 7:40:16 AM

Purchasing Manager

Signed: 11/18/2022 7:41:03 AM

City of Denton

Signature Adoption: Pre-selected Style

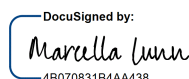
Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 11/18/2022 7:41:10 AM

marcella.lunn@cityofdenton.com

Viewed: 11/18/2022 4:12:08 PM

Deputy City Attorney

Signed: 11/18/2022 4:15:39 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

Drew Ditter



Sent: 11/18/2022 4:15:44 PM

drew.ditter@se.com

Viewed: 11/18/2022 5:01:21 PM

Global Operations Director

Signed: 11/18/2022 5:07:05 PM

Schneider Electric Smart Grid Solutions, LLC.

Signature Adoption: Pre-selected Style




Security Level: Email, Account Authentication
(None)

Using IP Address: 165.225.10.81

Electronic Record and Signature Disclosure:

Accepted: 11/18/2022 5:01:21 PM

ID: e143adc2-4827-46d2-9e02-0a304f26f7e5

Signer Events	Signature	Timestamp
<p>Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/18/2022 6:01:53 PM ID: 6918f275-54ba-4ecc-85e7-5473dd2d2f8b</p>	<p>DocuSigned by:  E3760944C2BF4B5...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.197.70.109 Signed using mobile</p>	<p>Sent: 11/18/2022 5:07:11 PM Viewed: 11/18/2022 6:01:53 PM Signed: 11/18/2022 6:02:35 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: 198.49.140.10</p>	<p>Sent: 11/18/2022 6:02:41 PM Viewed: 12/14/2022 8:53:24 AM Signed: 12/14/2022 8:53:48 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: 47.190.47.120 Signed using mobile</p>	<p>Sent: 12/14/2022 8:53:54 AM Viewed: 12/14/2022 8:54:13 AM Signed: 12/14/2022 8:54:25 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/14/2022 10:46:08 AM ID: f5e0bb45-ef54-4cbe-adf6-647efd87bec0</p>	<p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 12/14/2022 8:54:31 AM Viewed: 12/14/2022 10:46:08 AM Signed: 12/14/2022 10:46:35 AM</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>	<p>COPIED</p>	<p>Sent: 11/17/2022 4:58:55 PM</p>

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/18/2022 6:02:41 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/14/2022 10:46:40 AM
Randall A. Key randy.key@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/30/2022 8:18:23 AM ID: f211f47a-6fcf-45a6-a49c-7655bf8f2eba	COPIED	Sent: 12/14/2022 10:46:43 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2022 4:58:36 PM
Certified Delivered	Security Checked	12/14/2022 10:46:08 AM
Signing Complete	Security Checked	12/14/2022 10:46:35 AM
Completed	Security Checked	12/14/2022 10:46:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

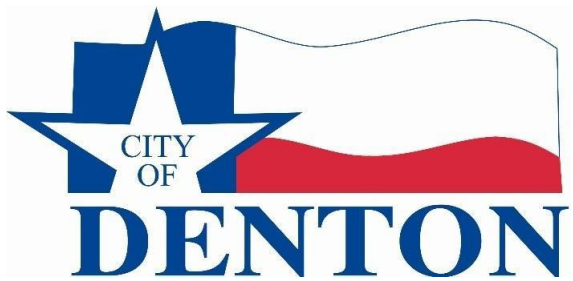
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your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

Acknowledging your access and consent to receive materials electronically

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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.



DocuSign Transmittal Coversheet

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

Life Is On



Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
001	1914 / U2-220851481	Joey Lim
SUBJECT		ENTRY DATE
Installation Environment Change		02/14/2024
DESCRIPTION		
<p>In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled "Designer XI and SPIDAcac Implementation" as follows:</p> <p>Task 1.5 will be removed and replaced with the following:</p> <p>1.5 Installation and Configuration of the DME DEVELOPMENT Environment</p> <p>This task will be completed remotely by a Schneider Electric technical resource.</p> <p>Schneider Electric will implement the following applications with the DME DEVELOPMENT Environment:</p> <ul style="list-style-type: none"> • Configure Core Designer Electric Geodatabase • Configure Feature Services for Designer • Configure Designer Network and Design Storage Services • Install/Configure Portal for ArcGIS • Install/Configure ArcFM Sync Services • Install/Configure Designer <p>DME will provide all hardware required for the implementation of the DEVELOPMENT environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.</p> <p>Schneider Electric Deliverables:</p> <ul style="list-style-type: none"> • Remote installation and configuration of solutions defined above in a single DEVELOPMENT environment • Validate and confirm the solution implementation and configuration tasks are complete • Draft Installation and Configuration Document <p>DME Responsibilities:</p> <ul style="list-style-type: none"> • Provide the hardware required for the software installation with compatible OS and network connectivity for the DEVELOPMENT systems • Provide the licensed media for the DME, server and Schneider Electric software • Provide all required VPN access to complete the installation and testing of the core components 		

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

Task 1.6.3 will be added to the SOW:

1.6.3 Support Installation and Configuration of the DME TEST Environment

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

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

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

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

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

Schneider Electric Deliverables:

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

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

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

Total Cost

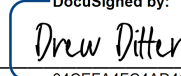
\$12,100.00

Schedule Impact

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

ACCEPTED AND AGREED:Denton Municipal Electric
(Client)
 Signature: 

DocuSigned by:

6A8263DE08F4429...
Printed Name: Christa ChristianTitle: Purchasing SupervisorDate: 3/7/2024Schneider Electric Smart Grid Solutions, LLC
(Contractor)
 Signature: 

DocuSigned by:

04CEFA4FC4AD4C6...
Printed Name: Drew DitterTitle: Global Operations DirectorDate: 3/7/2024

Certificate Of Completion

Envelope Id: B38E43521C464292957FD41A39E3C2C3

Status: Completed

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

Source Envelope:

Document Pages: 4

Signatures: 2

Certificate Pages: 5

Initials: 1

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Enveloped Stamping: Enabled

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Christa Christian

901B Texas Street

Denton, TX 76209

Christa.Christian@cityofdenton.com

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Christa Christian

christa.christian@cityofdenton.com

Purchasing Supervisor

City of Denton

Security Level: Email, Account Authentication
(None)**Signature**

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Drew Ditter

drew.ditter@se.com

Global Operations Director

Schneider Electric Smart Grid Solutions, LLC.

Security Level: Email, Account Authentication
(None)

DocuSigned by:



04CEFA4FC4AD4C6...

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Sent: 3/7/2024 9:15:07 AM

Resent: 3/7/2024 9:19:01 AM

Viewed: 3/7/2024 10:00:12 AM

Signed: 3/7/2024 10:02:15 AM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2024 10:00:12 AM

ID: 6d0cf3d6-1ad1-47fb-9ded-fb3596a5725a

Jerry Looper

jerry.looper@cityofdenton.com

System Operations and Compliance Division
Manager

Denton Municipal Electric

Security Level: Email, Account Authentication
(None)

DS



Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 3/7/2024 10:02:16 AM

Viewed: 3/7/2024 11:18:04 AM

Signed: 3/7/2024 11:19:01 AM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2024 11:18:04 AM

ID: 3191de6c-a7dd-4b03-a39e-5a075244aafd

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/7/2024 11:19:02 AM
Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/7/2024 11:19:02 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2024 9:14:51 AM
Envelope Updated	Security Checked	3/7/2024 9:19:00 AM
Certified Delivered	Security Checked	3/7/2024 11:18:04 AM
Signing Complete	Security Checked	3/7/2024 11:19:01 AM
Completed	Security Checked	3/7/2024 11:19:02 AM
Payment Events	Status	Timestamps
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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

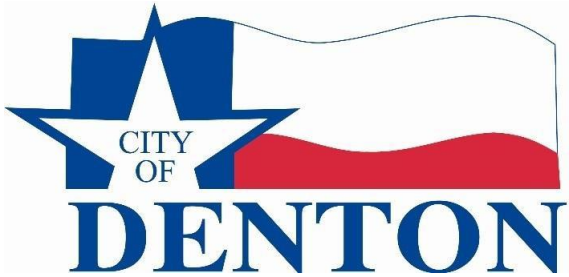
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By checking the 'I Agree' box, I confirm that:

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



DocuSign Transmittal Coversheet

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



Life Is On



Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
002	1914 / U2-220851481	Joey Lim
SUBJECT		ENTRY DATE
SPIDACalc Training		9/11/2024
DESCRIPTION		
<p>In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled "Designer XI and SPIDACalc Implementation" as follows:</p> <p>Task #2.4, SPIDACalc Onsite Training, from the Scope of Work will be replaced with the following:</p> <p>SPIDACalc Training</p> <p>Schneider Electric will provide access to the SPIDA Software Academy. Schneider Electric will provide access to up-to 12 Denton Municipal Electric team members. SPIDA Software Academy consists of an 8-module, self-paced, online training to walk users through SPIDACalc software. The SPIDA Software Academy takes users between 8-12 hours to complete depending on each user's individual pace. Once a user initiates the course, they have up to 6 weeks to complete the courses. Upon completion of all course content, each user will receive a digital certificate of completion.</p> <p>Schneider Electric Deliverable(s):</p> <ul style="list-style-type: none"> • Provide access to SPIDA Software Academy up to 12 DME team members as described above • Provide digital certificate of completion <p>DME Responsibilities:</p> <ul style="list-style-type: none"> • Provide full name and email address of up-to 12 DME team members to be registered as SPIDA Software Academy participants <p>In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:</p>		



Life Is On



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

Total Cost

-\$7,130.00

Schedule Impact

N/A

ACCEPTED AND AGREED:Denton Municipal Electric
(Client)

DocuSigned by:
 Signature: Christa Christian
 6A8263DE08F4429...
 Printed Name: Christa Christian
 Title: Purchasing Supervisor
 Date: 9/13/2024

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signed by:
 Signature: Drew Ditter
 04CEFA4FC4AD4C6...
 Printed Name: Drew Ditter
 Title: Global Operations Director
 Date: 9/19/2024

Certificate Of Completion

Envelope Id: 33C4FD1566C14FC38D99946B846CA4F4

Status: Completed

Subject: ***Purchasing Approval*** 7817 Work-Flow Design System - Schneider, CO #2

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

9/13/2024 11:51:19 AM

Christa.Christian@cityofdenton.com

Signer Events

Christa Christian

christa.christian@cityofdenton.com

Purchasing Supervisor

City of Denton

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



6A8263DE08F4429...

Timestamp

Sent: 9/13/2024 11:55:13 AM

Viewed: 9/13/2024 11:55:21 AM

Signed: 9/13/2024 11:55:29 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Drew Ditter

drew.ditter@se.com

Global Operations Director

Schneider Electric Smart Grid Solutions, LLC.

Security Level: Email, Account Authentication
(None)

Signed by:



04CEFA4FC4AD4C6...

Sent: 9/13/2024 11:55:31 AM

Resent: 9/13/2024 12:51:18 PM

Viewed: 9/13/2024 1:35:55 PM

Signed: 9/19/2024 2:45:43 PM

Signature Adoption: Pre-selected Style

Using IP Address: 38.175.165.180

Electronic Record and Signature Disclosure:

Accepted: 9/13/2024 1:35:55 PM

ID: 3f68d4c3-8453-456d-abef-106080fa2ed4

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Nicholas Dusak

nicholas.dusak@cityofdenton.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 9/19/2024 2:45:45 PM

Electronic Record and Signature Disclosure:

Accepted: 9/13/2024 4:46:24 PM

ID: a665a2a3-2be0-47c0-b8c1-519f6ea25ef0

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

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	9/13/2024 11:55:13 AM
Envelope Updated	Security Checked	9/13/2024 12:51:17 PM
Certified Delivered	Security Checked	9/13/2024 1:35:55 PM
Signing Complete	Security Checked	9/19/2024 2:45:43 PM
Completed	Security Checked	9/19/2024 2:45:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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 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.

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

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

Required hardware and software

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

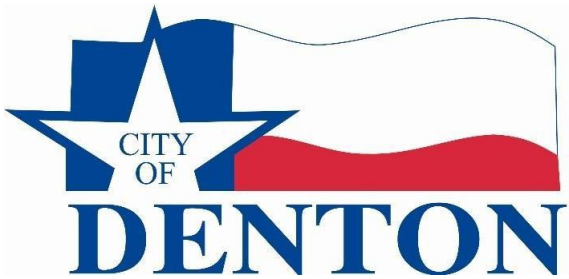
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your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

Acknowledging your access and consent to receive materials electronically

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

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

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



DocuSign Transmittal Coversheet

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



Change Order

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

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

Task #1.3.3 will be added as follows:

1.3.3 Custom Designer XI and Maximo Integration Workflow

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

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

This task will include:

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

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

Schneider Electric Deliverable(s):

- Component Specification
- Revised Test Plan

DME Responsibilities:

- Perform Regression testing as identified/needed
- Perform SAT

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

1	1.1	Project Initiation	3%	\$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo	11%	\$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	\$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	\$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	\$70,520.00
6	1.3.2	Build Integration	17%	\$104,630.00
7	1.3.3	Custom Designer XI and Maximo Integration Workflow Contract signing		\$21,141.00
8	1.3.3	Custom Designer XI and Maximo Integration Workflow Complete development		\$21,140.00
9	1.4	Test and Acceptance Planning	3%	\$18,080.00
10	1.5	Installation & Configuration of Denton DEV	11%	\$66,610.00
11	1.6.1	Factory Acceptance Testing (FAT)	6%	\$37,640.00
12	1.6.3	Installation & Configuration of Denton TEST	2%	\$12,100.00
13	1.6.2	System Acceptance Testing (SAT/UAT)	6%	\$37,040.00
14	1.7	Training	2%	\$14,450.00
15	1.8	Go-Live - Production Migration	5%	\$30,800.00
16	2.1	SPIDA Design Sessions	3%	\$16,330.00
17	2.2	SPIDA Client File Configuration	4%	\$27,050.00
18	2.3	SPIDA Consulting	1%	\$4,750.00
19	2.4	SPIDA Onsite Training	3%	\$7,940.00
TOTAL SERVICES COSTS:				\$637,101.00



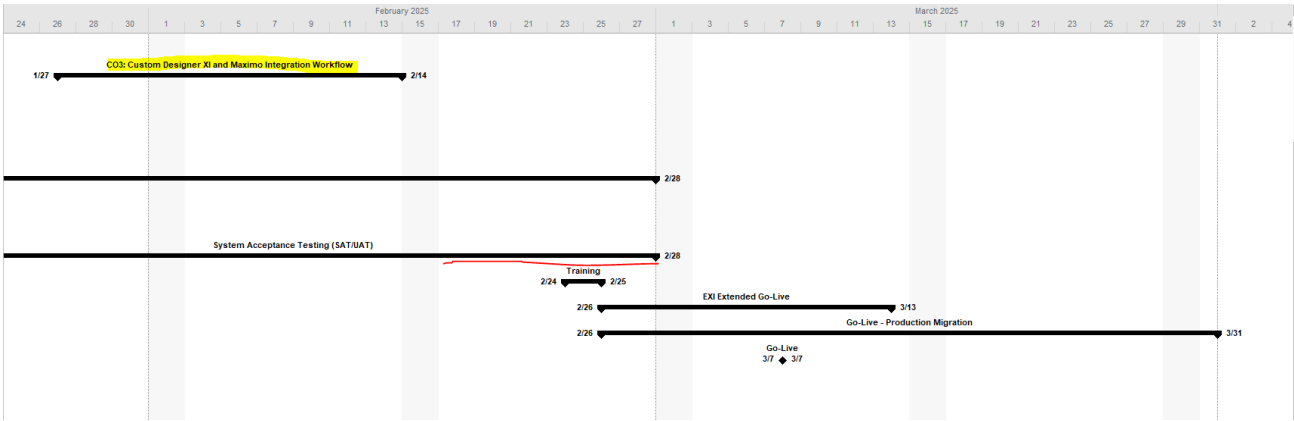
Total Cost

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

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

Schedule Impact

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



Legends:

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

ACCEPTED AND AGREED:

Denton Municipal Electric
(Client)

DocuSigned by:
Christa Christian
Signature: _____
6A8263DE08F4429...
Printed Name: Christa Christian
Title: Purchasing Supervisor
Date: 2/3/2025

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signed by:
Drew Ditter
Signature: _____
D45DC39F54B5417...
Printed Name: Drew Ditter
Title: Global operations Director
Date: 2/3/2025

Certificate Of Completion

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

Status: Completed

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

Source Envelope:

Document Pages: 4

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Initials: 2

Christa Christian

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Denton, TX 76209

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Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

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Signature

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Christa Christian

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christa.christian@cityofdenton.com

Viewed: 1/30/2025 8:15:14 AM

Purchasing Supervisor

Signed: 1/30/2025 8:15:27 AM

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Security Level: Email, Account Authentication
(None)

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Marcella Lunn



Sent: 1/30/2025 8:15:29 AM

marcella.lunn@cityofdenton.com

Viewed: 1/30/2025 12:05:30 PM

Senior Deputy City Attorney

Signed: 1/30/2025 12:10:36 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

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Drew Ditter



Sent: 1/30/2025 8:15:29 AM

drew.ditter@se.com

Resent: 1/30/2025 8:17:01 AM

Global Operations Director

Resent: 1/30/2025 12:10:37 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 38.75.239.208

Viewed: 1/31/2025 9:06:37 AM

Signed: 2/2/2025 9:12:49 PM

Electronic Record and Signature Disclosure:

Accepted: 1/31/2025 9:06:37 AM

ID: cb4a0830-4661-4259-8424-933e8e615927

Christa Christian



Sent: 2/2/2025 9:12:51 PM

christa.christian@cityofdenton.com

Viewed: 2/3/2025 11:37:50 AM

Purchasing Supervisor

Signed: 2/3/2025 11:38:06 AM

City of Denton


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(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

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

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

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 2/3/2025 12:28:35 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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 CONTRACT BETWEEN THE CITY OF DENTON AND SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON DECEMBER 13, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$683,277.00; SAID FIRST AMENDMENT TO PROVIDE FOR THE CONFIGURATION AND IMPLEMENTATION OF ARCFM DESIGNER XI (DXI) FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7817 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$129,124.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$812,401.00).

WHEREAS, on December 13, 2022, City Council awarded a contract to Schneider Electric Smart Grid Solutions, LLC in the amount of \$683,277.00, for the configuration and implementation of Arc FM Designer XI (DXI) 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 Schneider Electric Smart Grid Solutions, LLC, which is on file in the office of the Purchasing Agent, in the amount of One Hundred Twenty-Nine Thousand One Hundred Twenty-Four and 0/100 (\$129,124.00) 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 \$812,401.00.

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.

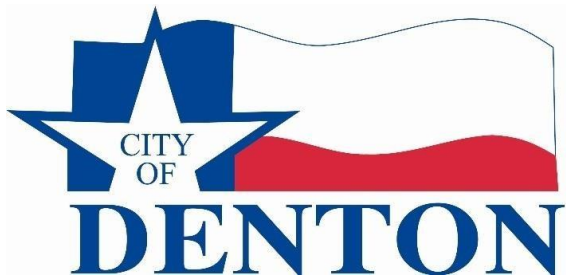
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn*



Docusign City Council Transmittal Coversheet

RFP	7817
File Name	Arc FM Designer XI (DXI)
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
 BY AND BETWEEN THE CITY OF DENTON, TEXAS
 AND SCHNEIDER ELECTRIC SMART
 GRID SOLUTIONS, LLC

THIS FIRST AMENDMENT TO CONTRACT 7817 (this “Amendment”) by and between the City of Denton, Texas (“City”) and SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, (“Contractor”) to that certain contract executed on December 13, 2022, in the original not-to-exceed amount of \$683,277 (the “Agreement”); for services related to the **configuration and implementation of Arc FM Designer XI (DXI)**.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount **\$129,124** with this First Amendment for an aggregate not-to-exceed amount of **\$812,401**; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (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 First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional **\$129,124** for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of **\$812,401**.
2. The additional goods/services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for goods/services related to **configuration and implementation of Arc FM Designer XI (DXI)**, are hereby authorized to be performed by Contractor. For and in consideration of the additional goods/services to be performed by Contractor, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”.

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 Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

“CONTRACTOR”
SCHNEIDER ELECTRIC SMART
GRID SOLUTIONS, LLC

Signed by:
By: Drew Ditter
AUTHORIZED SIGNATURE, TITLE

“CITY”
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn
4B070831B4AA438...

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

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
F3760944C2BF4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE
Electric
DEPARTMENT



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Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
005	1914 / U2-220851481	Joey Lim
SUBJECT		ENTRY DATE
Designer XI CO#4, CO#5 Amendment #1		6/6/2025
DESCRIPTION		
<p>In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled "Designer XI and SPIDAcac Implementation as follows.</p> <p>This Change Order is a collection of the original CO#4 (fully executed April 3, 2025) and CO#5 with intention for Schneider Electric to de-scope and de-book the original CO#4 and add it into this Change Order, alongside with CO #5.</p> <p>Task #1.2.6 will be added as follows:</p> <p>1.2.6 Compatible Unit Library & Specification ID Mapping Extension</p> <p>Schneider Electric will lead up to five (5) remote working session with Denton, Power Engineer and Starboard to discuss CUs, Macros, Drawn/non-Drawn CUs needed by Denton to produce a design to allow Maximo to estimate design cost and to allow GIS to perform As-Built.</p> <p>In conjunction with the working session, Schneider Electric will review CU spreadsheet, format defined by SE, from Power Engineer, recommend revision/remediation as necessary to meet Designer XI requirement and to facilitate discussion with Starboard to validate the spreadsheet readiness for upload to Maximo.</p> <p>Schneider Electric will provide an operational knowledge transfer session for up to five (5) Denton employees for post go-live maintenance of the CU Library and palette in Designer XI. Schneider Electric will provide up to three (3) one (1) hour remote knowledge transfer sessions.</p> <p>This task is necessitated to compensate for Task #1.2.5, Task Assumptions,</p> <ul style="list-style-type: none"> • <i>DME has established or will provide a comprehensive CU library for use with Designer XI.</i> <p>This task will help DME establish a strong foundational CU Library that DME can leverage to build up a more comprehensive CU Library for use with Designer XI at post Go-Live.</p> <p>Schneider Electric Deliverable(s):</p> <ul style="list-style-type: none"> • Conduct and facilitate working sessions • Conduct and facilitate knowledge transfer session • Review CU spreadsheet and provide recommendation 		



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**DME Responsibilities:**

- Review and comment on the draft document with five (5)-business days
- Ensure that the appropriate DME personnel are invited and attend the document comment review conference call
- Formal approval of the CU spreadsheet for final loading into Designer XI and Maximo

Task Assumptions:

- Schneider Electric anticipates DME would designate personnel and backup personnel who are responsible for maintaining all the CUs needed by DME. This individual will actively participate in SE working sessions as well as the knowledge transfer sessions.

Task #1.2.7 will be added as follows:

1.2.7 UN Data Model Change Reconfiguration

Schneider Electric will perform configuration and mapping changes in Designer XI as well as Editor XI to align with changes made in the UN Data Model. The changes are listed in Appendix A of this change order.

Schneider Electric will perform the necessary EXI and DXI configuration and mapping changes within the SE internal PS environment to accommodate the updated UN Data Model changes. Upon validation and passing, SE will perform the identical DXI and EXI configuration and mapping changes in the DME DEV and TEST environments. Schneider Electric will perform smoke testing and identify a set of regression test cases that DME will need to conduct.

Schneider Electric will conduct one (1) two-hour knowledge transfer session to demonstrate the methods and steps to perform configuration and mapping changes in response to a data model change.

Schneider Electric Deliverable(s):

- Align SE internal (PS) environment with the changes
- Perform DXI and EXI configuration and mapping changes
- Identify regression test cases required
- Republish map services and regenerate GRR files
- Repeat activities in DME DEV and perform smoke testing
- Support Denton or CyberTech to repeat the activities in DME TEST

DME Responsibilities:

- Ensure DME DEV and DME TEST UN databases have the new data model
- Ensure DME or Cybertech availability to support and to perform the activities in DME's TEST environment

Task Assumptions:

- Schneider Electric expects the databases in DME DEV and TEST contain the new data model.



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- Schneider Electric anticipates DME would designate personnel and backup personnel who are responsible for maintaining data model changes. This individual will perform regression testing and actively participate in the knowledge transfer session.

Task #1.3.4 will be added as follows:

1.3.4 Designer XI and Maximo Integration Extended Testing

Schneider Electric will participate and contribute WMSI expertise up to three (3) 2-hour working sessions for testing and troubleshooting with Starboard to confirm that the integration between two applications is functioning as expected. Schneider Electric will perform minor fine-tuning of Designer XI or WMSI configuration. Schneider Electric will analyze code adjustments needed. Resolution and services uncovered will be addressed through a change order.

Schneider Electric Deliverable(s):

- Remote working session
- Defect resolution report

DME Responsibilities:

- Maximo (DEV) and DXI (TEST) environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing

Task #1.3.5 will be added as follows:

1.3.5 Support Regression Testing for Maximo AWS Cloud Platform

Schneider Electric will provide remote support to DME for identifying regression test cases related to DXI-Maximo integration and if there are other test cases that may be impacted by the change of the Maximo hosting platform. Schneider Electric will support DME testers in executing DXI Test Cases. SE will provide up to 10-hours of troubleshooting hours, in the event critical failure of DXI is identified. Should more extensive troubleshooting be required, or any change is required, it will be addressed through a change order.

Schneider Electric Deliverable(s):

- Provide a list of test cases required for regression testing
- Provide remote support for DME to execute the regression testing

DME Responsibilities:

- Maximo (DEV) and DXI (TEST) environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing

Task #1.3.6 will be added as follows:



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1.3.6 Extended Designer XI and Maximo Integration Testing Support

Schneider Electric will provide three (3) consecutive weeks of remote support to DME/Starboard for troubleshooting issues related to DME implementation of Designer XI and Maximo integration. Schneider Electric will provide relevant information as requested by DME/Starboard; and participate in troubleshooting sessions as deemed necessary by DME and Starboard.

Schneider Electric Deliverable(s):

- Participate troubleshooting sessions with DME/Starboard
- Resolve issues uncovered that are related to Design XI and WMSI
- Provide relevant information to DME/Starboard as requested within 48-hours turnaround time

DME Responsibilities:

- Facilitate troubleshooting sessions
- Schedule troubleshooting sessions within mutually agreeable timeframe
- Ensure availability of DME/Starboard SME participation

Assumptions:

- Additional SE support effort and time extension required to complete Maximo configuration for the integration will be addressed with a change order

Task #1.6.4 will be added as follows:

1.6.4 Extended System Acceptance Testing (SAT)

Schneider Electric will provide four (4) consecutive weeks of remote support for DME for conducting System Acceptance Test (SAT). Schneider Electric will support DME to conduct SAT and work with DME to resolve issues as uncovered during SAT. Process highlighted in task #1.6.2 of the original SOW will be followed as guideline in issue resolution. Scope of this SAT will include the following:

- Support DME in executing SAT Test Cases that require the additional CUs added as part of Change Order #4, task #1.2.6
- Confirm DXI proper configuration change made to comply with UN Data Model as defined in Change Order #4, task #1.2.7
- Support DME in executing blocked DXI-Maximo SAT Test Cases as defined in Change Order #4, task #1.3.4

Schneider Electric Deliverable(s):

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

DME Responsibilities:



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- 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 and Go-Live activities

Task #3.0 will be added as follows:

3.0 Upgrade Support

Schneider Electric will provide up-to twenty (20) hours of issue resolution support for DME initiative to upgrade the following software:

- ArcGIS Pro from version 3.1 to 3.3
- ArcGIS Enterprise version 11.1 to 11.3
- Enterprise Geodatabase version 11.1 to 11.3
- ArcFM Editor XI 2025 C1
- ArcFM Mobile
- ArcFM Design XI 2025 C1
- .Net 8

DME will upgrade the software in DME DEV Environment. Schneider Electric support will be limited to responding to questions, providing relevant information, and participating in troubleshooting session related to the upgrade in DME DEV environment in an as-needed basis. SE support will be limited to issues relevant to ArcFM XI Series product.

Schneider Electric Deliverable(s):

- Participate and provide ArcFM XI expertise in troubleshooting sessions as related to ArcFM XI Series product
- Provide information and documentation relevant to ArcFM XI series products

DME Responsibilities:

- Facilitate troubleshooting sessions
- Schedule troubleshooting sessions within mutually agreeable timeframe
- Ensure availability of SME participation
- Fix defects caused by configuration

Assumptions:

- Upgrade in TEST environment will not be performed until Designer XI implementation is complete
- Product defect uncovered will be addressed by Schneider Electric Standard Support
- SE Support will be limited to ArcFM XI Series product
- Custom code defects uncovered will be addressed through change order
- Additional hours needed will be addressed through change order



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

MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	\$20,360.00
2	1.2.1- 1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	\$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	\$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	\$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	\$70,520.00
6	1.3.2	Build Integration	17%	\$104,630.00
7	1.3.3	Custom Designer XI and Maximo Integration Workflow Contract signing		\$21,141.00
8	1.3.3	Custom Designer XI and Maximo Integration Workflow Complete development		\$21,140.00
9	1.4	Test and Acceptance Planning	3%	\$18,080.00
10	1.5	Installation & Configuration of Denton DEV	11%	\$66,610.00
11	1.6.1	Factory Acceptance Testing (FAT)	6%	\$37,640.00
12	1.6.3	Installation & Configuration of Denton TEST	2%	\$12,100.00
13		Upon Change Order Signing (previous version of CO#4, invoiced #9616328895)		\$39,700.00
14	1.2.6, 1.3.4	Compatible Unit Library & Specification ID Mapping Extension Designer XI and Maximo Integration Extended Testing		\$19,850.00
15	1.2.7, 1.3.5	UN Data Model Change Reconfiguration Support Regression Testing for Maximo AWS Cloud Platform		\$19,850.00
15.1		Upon signing of Designer XI CO#4, CO#5 Amendment #1		\$47,950.00
16	1.6.2	Original System Acceptance Testing (SAT/UAT)	6%	\$37,040.00
16.1	1.6.2	CO #5 System Acceptance Testing (SAT/UAT)		\$47,950.00
17	1.7	Training	2%	\$14,450.00
18	1.8	Go-Live - Production Migration	5%	\$30,800.00
19	2.1	SPIDA Design Sessions	3%	\$16,330.00
20	2.2	SPIDA Client File Configuration	4%	\$27,050.00
21	2.3	SPIDA Consulting	1%	\$4,750.00
22	2.4	SPIDA Onsite Training	3%	\$7,940.00
TOTAL SERVICES COSTS:				\$812,401.00



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Total Cost

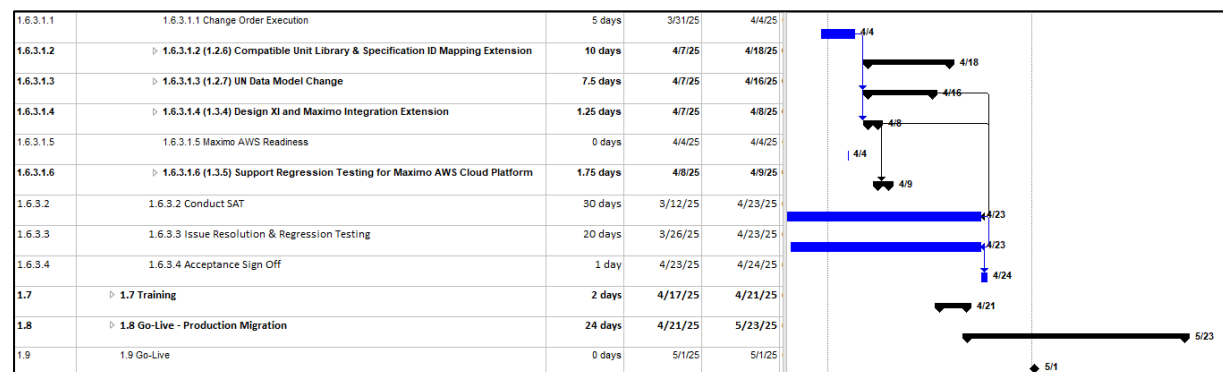
De-book of the original CO4: -\$79,400

Total of this CO5: \$ 175,300.00

Total Project Cost was: \$ 637,101.00. Total Project Cost upon approval: \$ 812,401.00

Schedule Impact

Timeline impact for tasks #1.2.6, 1.2.7, 1.3.4 and 1.3.5 is displayed below



Tasks 1.3.6 and 1.6.4 will be executed in parallel with currently planned tasks. Therefore, they will not impact project schedule.

Task 3.0 will not impact project schedule.

ACCEPTED AND AGREED:

Denton Municipal Electric
(Client)

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

Schneider Electric Smart Grid
Solutions, LLC

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

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

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

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family 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 Signed by:

Drew Ditter

6/24/2025

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](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: 47999D61-F5C7-4725-96CF-7EFDAA375EAF

Status: Sent

Subject: Please DocuSign: City Council Contract 7817, ArcFM Designer XI, Amendment 1, NTE Increase

Source Envelope:

Document Pages: 12

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

6/16/2025 8:43:14 AM

Christa.Christian@cityofdenton.com

Signer Events

Signature

Timestamp

Christa Christian

Completed

Sent: 6/16/2025 8:48:36 AM

christa.christian@cityofdenton.com

Viewed: 6/16/2025 8:48:47 AM

Purchasing Supervisor

Signed: 6/16/2025 8:48:55 AM

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: 6/16/2025 8:48:57 AM

lori.hewell@cityofdenton.com

Viewed: 6/16/2025 8:54:29 AM

Purchasing Manager

Signed: 6/16/2025 8:54:56 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:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 6/16/2025 8:54:59 AM

marcella.lunn@cityofdenton.com

Viewed: 6/16/2025 10:48:28 AM

Senior Deputy City Attorney

Signed: 6/16/2025 10:54:07 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:

Not Offered via DocuSign

Drew Ditter

Signed by:
Drew Ditter
04CEFA4FC4AD4C6...

Sent: 6/16/2025 10:54:10 AM

drew.ditter@se.com

Resent: 6/16/2025 1:38:39 PM

Global Operations Director

Resent: 6/18/2025 4:08:47 PM

Schneider Electric Smart Grid Solutions, LLC.

Viewed: 6/24/2025 3:58:37 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

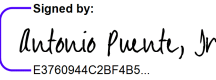
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Electronic Record and Signature Disclosure:

Accepted: 6/16/2025 2:30:57 PM

ID: 86dc67d1-9268-42b1-a3a7-2f80ad1b8f86

Signer Events	Signature	Timestamp
<p>Antonio Puente, Jr</p> <p>Antonio.Puente@cityofdenton.com</p> <p>DME General Manager</p> <p>Denton Municipal Electric</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/24/2025 4:36:04 PM ID: 3d42b8a5-6d9d-472b-bcda-57ee9319f332</p>	<p>Signed by:  E3760944C2BF4B5...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 2600:100c:b2ac:5083:d93:568f:9e49:989a</p> <p>Signed using mobile</p>	<p>Sent: 6/24/2025 4:01:37 PM</p> <p>Viewed: 6/24/2025 4:36:04 PM</p> <p>Signed: 6/24/2025 4:36:36 PM</p>
<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>		<p>Sent: 6/24/2025 4:36:42 PM</p>
<p>Sara Hensley</p> <p>sara.hensley@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>		
<p>Lauren Thoden</p> <p>lauren.thoden@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<div>COPIED</div>	<p>Sent: 6/16/2025 8:48:57 AM</p>
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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 #: PUB25-100, Version: 1

AGENDA CAPTION

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 CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8778 - awarded to CyberTech Systems and Software Inc., in the one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$2,347,092.00).



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: July 14, 2025

SUBJECT

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 CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8778 – awarded to CyberTech Systems and Software Inc., in the one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$2,347,092.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Denton Municipal Electric's (DME) existing GIS-centric cloud infrastructure contract is at the end of life and in need of renewal. DME's electric-specific AWS cloud has three (3) environments (Production, Test, and Development) managed by a third-party provider. Each environment has provisioned the ESRI's ArcGIS and Schneider Electric's ArcFM suite and Microsoft SQL Server for the enterprise geodatabase.

The existing cloud environments were built to house the new Utility Network GIS and have integrations with Northstar, Maximo, and the new ADMS. The vendor shall architect and implement a new AWS cloud infrastructure and replicate all virtual servers, software (Operating Systems and SQL Server databases), and services (integrations/web services). The AWS environment will include support and management of future needs. The deployment will be scalable, secure, and cost-effective cloud-based solutions that align with the organization's strategic objectives. Further, the provider shall be responsible for managing all operational aspects of the AWS cloud on DME's behalf. Support and continuous system monitoring are expected to be available 24/7 per the service level agreement in the scope of work.

Description	Cost
GIS Cloud Services	\$1,516,080.00
DNV Synergi and IBM Maximo	617,640.00
Contingency	213,372.00
Total	\$2,347,092.00

Request for Proposals was sent to 571 prospective suppliers, including 15 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Seven (7) proposals were received, references were checked, and proposals were evaluated based upon published criteria including price, delivery, compliance with specifications, and probable performance. Best and Final Offers (BAFO) were requested from the top firm. Based upon this evaluation, CyberTech Systems and Software Inc. was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	920 - (Service Only) - Data Processing, Computer, Programming, and Software Services
Notifications sent for Solicitation sent in IonWave:	571
Number of Suppliers that viewed Solicitation in IonWave:	82
HUB-Historically Underutilized Business Invitations sent out:	90
SBE-Small Business Enterprise Invitations sent out:	219
Responses from Solicitation:	7

RECOMMENDATION

Award a contract with CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$2,347,092.

PRINCIPAL PLACE OF BUSINESS

CyberTech Systems and Software Inc.
Trevose, PA

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These services will be funded from DME TechOps Operating fund 600750.7899.9210. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is \$2,347,092.00. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Pricing Evaluation
Exhibit 3: Ordinance and Contract

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.

Exhibit 2
RFP 8778 - Pricing Evaluation for GIS Cloud Managed Services

Respondent's Business Name:		CyberTech Systems and Software, Inc.	Advanced Innovative IT Solutions LLC	RINA	ROK Technologies LLC	TRC Engineers, Inc.	Voluble Systems LLC	United Electric Systems Inc
Principal Place of Business (City and State):		Trevoese, PA	Ludowici, GA	Chicago, IL	Mount Pleasant, SC	Arlington, TX	Dallas, TX	Allentown, PA
Item #	Criteria							
1	Delivery/Project Schedule - 30%	28.00	18.00	18.00	18.00	16.00	18.00	18.00
2	Compliance with Specifications - 20%	17.33	8.00	9.33	8.00	10.67	9.33	8.00
3	Probable Performance - 20%	18.67	9.33	10.67	12.00	12.00	6.67	10.67
4	Price, Total Cost of Ownership - 30%	15.79	30.00	24.56	13.30	7.04	7.20	5.50
Total Score:		79.79	65.33	62.56	51.30	45.71	41.20	42.17

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CYBERTECH SYSTEMS AND SOFTWARE INC., FOR A FULLY MANAGED AMAZON WEB SERVICES (AWS) CLOUD ENVIRONMENT FOR THE DENTON MUNICIPAL ELECTRIC TECHNOLOGY OPERATIONS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8778 – AWARDED TO CYBERTECH SYSTEMS AND SOFTWARE INC., IN THE ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$2,347,092.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department; and

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8778	CyberTech Systems and Software Inc.	\$2,347,092.00

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

Proposals, and related documents.

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

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

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

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ 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.

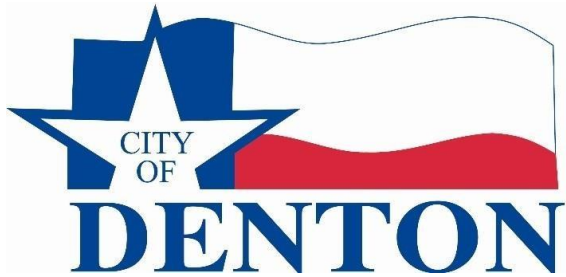
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

RFP	8778
File Name	GIS CLOUD MANAGED SERVICES
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CYBERTECH SYSTEMS AND SOFTWARE INC.
(Contract #8778)**

THIS CONTRACT is made and entered into this date _____, by and between CyberTech Systems and Software Inc. a Delaware corporation, whose address 3800 Horizon Blvd., STE 104, Treviso, PA 19053, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

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

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City’s RFP #8778 GIS Cloud Managed Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions **(Exhibit “A”);**
- (b) City of Denton’s RFP# 8778 (the “Solicitation”) **(Exhibit “B” on file at the office of the Purchasing Agent);**
- (c) City of Denton Standard Terms and Conditions **(Exhibit “C”);**
- (d) Certificate of Interested Parties Electronic Filing **(Exhibit “D”);**
- (e) Insurance Requirements **(Exhibit “E”);**
- (f) Contractor’s Proposal (“Contractor’s Offer”) **(Exhibit “F”);**
- (g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit “G”)**

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

Prohibition on Contracts with Companies Boycotting Israel

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 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, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

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

Section 2252 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 Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

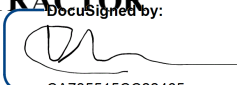
Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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

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

CONTRACTOR

DocuSigned by:
BY: 
CA736515CC22465...
AUTHORIZED SIGNATURE
Vince Rosales
Printed Name: _____
Title: Vice President
3038844268
PHONE NUMBER
vince.rosales@cybertech.com
EMAIL ADDRESS
2025- 8060755539
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER


CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: 
4B070831B4AA438

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

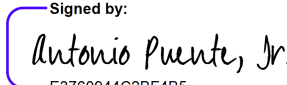
Signed by:

E3760944C2BF4B5... Antonio Puente, Jr.
SIGNATURE PRINTED NAME
DME General Manager
TITLE
Electric
DEPARTMENT

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$2,347,092.00. Pricing shall be per Exhibit F attached.

2. The Quantities

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

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit B
City of Denton's RFP 8776

On File at the Office of the Purchasing Agent

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

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

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

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

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

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

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

10. WORKFORCE This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA") ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

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

12. INVOICES:

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if

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applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

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

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

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

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

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
- iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or Contract 8778

electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer. G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

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

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have

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electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

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

18. SUBCONTRACTORS:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

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

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

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

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

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

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. WARRANTY – TITLE: THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the Contract 8778

U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

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

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

26. DEFAULT:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs,

losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

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

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. LIMITATION OF LIABILITY: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. INSURANCE: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the Contract 8778

Solicitation and the Insurance Exhibit.

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

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

37. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. INDEMNIFICATION AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

delivery of such deliverables to the City or at such other time as the City may request.

C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

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

42. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

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

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

45. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. 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

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solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

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

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either

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the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

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

52. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

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

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

56. HOLIDAYS: The following holidays are observed by the City:

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

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

57. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

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

59. EQUAL OPPORTUNITY Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

60. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

Contract 8778

iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.

v. “Foreign end product” means an end product other than a domestic end product.

vi. “United States” means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

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

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

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

64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

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

66. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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

68. CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

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

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

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

72. RECORDS RETENTION: The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

Contract 8778

to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. AUTHORITY: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

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

Contractor 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/whatsnew/elf_info_form1295.htm
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.

Exhibit E

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

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

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's

limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

B. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$1,000,000.00 per claim.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$2,000,000.00 limit.



EXHIBIT F



1301 West 22nd Street, Suite 303, Oak Brook, IL 60523, USA.
Telephone: +1 - 630 - 472 - 3200
Fax: +1 - 630 - 472 - 3299

1. COST PROPOSAL FOR RFP#8778 GIS CLOUD MANAGED SERVICES

CyberTech is excited to offer an option to procure our solution and services directly through the AWS Marketplace utilizing an AWS Marketplace Private Offer. With this option, CyberTech would negotiate directly and deliver the final offer through the AWS console to an AWS Account that is owned by City of Denton. This option allows customers to review full details and attachments, approve the offer, receive AWS utility credits, and pay AWS (based on payment options mutually agreed upon between CyberTech and City of Denton). Along with a dashboard to track licensing renewals and procurement, this option includes the ability for the offer to be governed by the AWS + OMNIA Partners Contract RH-22-026. OMNIA Partners, a nationwide purchasing cooperative, formerly known as both National IPA and U.S. Communities. OMNIA has over 90K state and local government, K-12 education, higher education, and NPO member organizations, with many more buying locations within each member organization. All contracts available to these member organizations have been competitively solicited and awarded by a public agency. AWS received this contract award via a Request for Proposals (RFP) for a “Software Marketplace and Cloud Solutions” issued by the City of Rochester Hills, MI, as the lead agency. For more information on AWS Marketplace Private Offers and/or the OMNIA Partners contract, we are happy to setup a call and include your AWS Account Manager, David Tigges.

Total Cost	
<ul style="list-style-type: none"> • Phase One – Upgrade/On-Boarding <ul style="list-style-type: none"> • AWS Cloud Infrastructure Provisioning and Verification • AWS Cloud Security Provisioning and Verification • ArcGIS implementation • Migration of existing AWS Environment • User Onboarding • Training and Orientation • Hyper Care for 30 days after Go-Live 	At no cost
Total Annual Cost - Year 1	



1301 West 22nd Street, Suite 303, Oak Brook, IL 60523, USA.
 Telephone: +1 - 630 - 472 - 3200
 Fax: +1 - 630 - 472 - 3299

The
Difference
Is Depth

<ul style="list-style-type: none"> Phase Two - Annual Maintenance / Support <ul style="list-style-type: none"> AWS Cloud Hosting and Procurement <ul style="list-style-type: none"> Security Networking Compute Storage Establish Esri Best Practice Recommendations AWS Cloud Infrastructure Support OS & ArcGIS Version Upgrades and Patch Management Certificate Management Cloud & ArcGIS Backup & Retention Cloud & ArcGIS Administration Tailored SLAs Cloud & ArcGIS 7X24 Monitoring Dedicated Help Desk- Mon-Fri Business Hours (CST) Geospatial Excellence Program – 100 hours of cloud consulting services 	\$233,080.00
Total Annual Cost - Year 2	
Phase Two - Annual Maintenance / Support Same as Year 1	\$307,000.00
Total Annual Cost - Year 3	
Phase Two - Annual Maintenance / Support Same as Year 1	\$316,000.00
Total Annual Cost - Year 4	
Phase Two - Annual Maintenance / Support Same as Year 1	\$325,000.00
Total Annual Cost - Year 5	
Phase Two - Annual Maintenance / Support Same as Year 1	\$335,000.00
Hourly Cost for Special Projects Support	
Hourly Cost for Special Projects Support	Subject to resource type – NTE \$118/hr



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The
Difference
Is Depth

2. COST FOR OPTIONAL ITEMS (DNV SYNERGI AND IBM MAXIMO)

Total Cost	
Phase One – Upgrade/On-Boarding <ul style="list-style-type: none"> • AWS Cloud Hosting and Procurement • AWS Cloud Infrastructure Provisioning and Verification • AWS Cloud Security Provisioning and Verification • User Onboarding • Hyper Care for 30 days after Go-Live 	\$14,000.00
Total Annual Cost - Year 1	
Phase Two - Annual Maintenance / Support <ul style="list-style-type: none"> • Establish Esri Best Practice Recommendations • AWS Cloud Infrastructure Support • OS Version Upgrades and Patch Management • Certificate Management • Cloud Backup & Retention • Cloud Administration • Tailored SLAs • Cloud 7X24 Monitoring • Dedicated Help Desk- Mon-Fri Business Hours (CST) 	\$102,640.00 (Managed Services to be pro-rated for Year 1 based on duration of Phase 1)
Total Annual Cost - Year 2	
Phase Two - Annual Maintenance / Support Same as Year 1	\$120,000.00
Total Annual Cost - Year 3	
Phase Two - Annual Maintenance / Support Same as Year 1	\$123,000.00
Total Annual Cost - Year 4	
Phase Two - Annual Maintenance / Support Same as Year 1	\$127,000.00
Total Annual Cost - Year 5	
Phase Two - Annual Maintenance / Support Same as Year 1	\$131,000.00
Hourly Cost for Special Projects Support	
Hourly Cost for Special Projects Support	Subject to resource type – NTE \$120/hr

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.

CYBERTECH SYSTEMS AND SOFTWARE 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

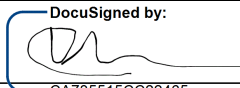
☐

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:



6/16/2025

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](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: EEC6AD1-30BC-4C67-84A0-838F4B7BC38D

Status: Sent

Subject: Please DocuSign: City Council Contract 8778 GIS Cloud Managed Services

Source Envelope:

Document Pages: 36

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

Envelope Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Crystal Westbrook

Location: DocuSign

6/13/2025 1:06:43 PM

crystal.westbrook@cityofdenton.com

Signer Events

Signature

Timestamp

Crystal Westbrook

Completed

Sent: 6/13/2025 1:14:54 PM

crystal.westbrook@cityofdenton.com

Viewed: 6/13/2025 1:15:51 PM

Senior Buyer

Signed: 6/13/2025 1:21:08 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 6/13/2025 1:21:14 PM

lori.hewell@cityofdenton.com

Viewed: 6/16/2025 8:55:26 AM

Purchasing Manager

Signed: 6/16/2025 8:56:11 AM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 6/16/2025 8:56:13 AM

marcella.lunn@cityofdenton.com

Viewed: 6/16/2025 9:46:27 AM

Senior Deputy City Attorney

Signed: 6/16/2025 9:54:42 AM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Vince Rosales

DocuSigned by:
Vince Rosales
CA735515CC22465...

Sent: 6/16/2025 9:54:46 AM

vince.rosales@cybertech.com

Viewed: 6/16/2025 9:55:48 AM

Vice President

Signed: 6/16/2025 12:03:42 PM

Security Level: Email, Account Authentication (None)


Signature Adoption: Drawn on Device

Using IP Address: 98.245.58.50

Electronic Record and Signature Disclosure:

Accepted: 6/16/2025 9:55:48 AM

ID: 81b55504-f13c-473a-8724-45733a4d048d

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None)	<div>Signed by:  E3760944C2BF4B5...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/16/2025 12:03:45 PM Viewed: 6/16/2025 1:18:12 PM Signed: 6/16/2025 1:18:29 PM

Electronic Record and Signature Disclosure:
Accepted: 6/16/2025 1:18:12 PM
ID: a2dba57d-b298-4d3c-8a3c-a48f448195f9

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	Sent: 6/16/2025 1:18:32 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

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/13/2025 1:21:14 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/16/2025 1:18:32 PM Viewed: 6/16/2025 2:10:03 PM
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Carbon Copy Events	Status	Timestamp
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: 5/13/2025 7:15:49 AM ID: c5c90e38-05b8-46ef-a33e-cc7a6ebf93e9		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/13/2025 1:14:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

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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 #: PUB25-116, **Version:** 1

AGENDA CAPTION

Consider approval of the June 23, 2025, minutes.

CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES
June 23, 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, June 23, 2025, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Devin Taylor, Robert Rayner, Lee Riback, Susan Parker, Aaron Newquist

Also present: General Manager Antonio Puente and Deputy City Attorney Marcella Lunn

Absent: Chair Billy Cheek, Thomas Plock

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-F.

Lee Riback pulled item 2 B.

Board Member Rayner moved to recommend adoption of agenda items 2 A, C-F. Motion seconded by Board Member Parker; motion carried.

YES (5): Devin Taylor, Robert Rayner, Lee Riback, Susan Parker, Aaron Newquist

NO (0):

- A. PUB25-035** 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 extension between the City of Denton and SSP Innovations, LLC, through July 26, 2027, to continue the development of system integrations for Denton Municipal Electric; and declaring an effective date (File 7210 - extending a contract with SSP Innovations, LLC, to July 26, 2027).
- C. PUB25-091** 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 Trillium Pumps USA, Inc., for the replacement of five Wemco Recessed Impeller Pumps for the Water Reclamation Department, which is the sole provider of these commodities, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over \$50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8751- awarded to Trillium Pumps USA, Inc., in the not-to-exceed amount of \$175,000.00).

- D. PUB25-092** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8767 for 345kV Autotransformers for Denton Municipal Electric; and providing an effective date (RFP 8767).
- E. PUB25-093** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager for the repair and replacement of cylinder heads for the Denton Energy Center; and providing an effective date (File 8860 - awarded to Wartsila North America, Inc., in the not-to-exceed amount of \$188,483.04).
- F. PUB25-094** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager for the emergency purchase and installation of a replacement 2500kva transformer for the Lake Lewisville Water Treatment Plant; and providing an effective date (File 8861 - awarded to Shermco Industries, Inc., in the not-to-exceed amount of \$147,500.00).
- B. PUB25-090** 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 contract between the City of Denton and DKJ Concrete Construction, Inc., amending the contract approved by City Council on September 20, 2022, in the not-to-exceed amount of \$5,250,000.00; said first amendment to continue to provide utility cut restoration services for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8046 - providing for an additional first amendment expenditure amount not-to-exceed \$1,312,500.00, with the total contract amount not-to-exceed \$6,562,500.00).

Casey Bowles answered questions from Board member Riback.

Board Member Riback moved to recommend adoption of agenda items 2 B. Motion seconded by Board Member Parker; motion carried.

YES (5): Devin Taylor, Robert Rayner, Lee Riback, Susan Parker, Aaron Newquist

NO (0):

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. PUB25-096** Consider approval of the June 9, 2025, minutes.

Board Member Rayner moved to recommend adoption of IC item 3A. Motion seconded by Board Member Riback; motion carried.

YES (5): Devin Taylor, Robert Rayner, Lee Riback, Susan Parker, Aaron Newquist

NO (0):

- B. PUB25-076** Consider recommending adoption of an ordinance considering all matters incident and related to the issuance, sale and delivery of up to \$142,565,000 in principal amount of

"City of Denton General Obligation refunding and improvement bonds, Series 2025"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date.

Randee Klinge gave a presentation for items 3B and 3C. Board members asked questions that Randee answered.

Board Member Parker moved to recommend adoption of IC item 3B. Motion seconded by Board Member Riback; motion carried.

YES (5): Devin Taylor, Robert Rayner, Lee Riback, Susan Parker, Aaron Newquist
NO (0):

C. PUB25-077 Consider recommending adoption of an ordinance considering all matters incident and related to the issuance, sale and delivery of up to \$254,050,000 in principal amount of "City of Denton Certificates of Obligation, Series 2025"; authorizing the issuance of the certificates; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to said certificates; enacting other provisions relating to the subject; and providing an effective date.

Board Member Newquist moved to recommend adoption of IC item 3B. Motion seconded by Board Member Rayner; motion carried.

YES (5): Devin Taylor, Robert Rayner, Lee Riback, Susan Parker, Aaron Newquist
NO (0):

D. PUB25-095 Management Reports

1. Notice of Appointment Memo
2. Future Agenda Items
3. New Business Action Items

Board member Rayner inquired about the City Council item regarding exploring the acquisition of a dispatchable generation at which Tony Puente provided a response. Board members requested this topic to be brought to PUB as a work session item.

4. CONCLUDING ITEMS

With no further business, the meeting was adjourned at 9:15 AM.

BILLY CHEEK
CHAIR
CITY OF DENTON, TEXAS

CASSIE BLACKBURN
ADMIN MANAGER
CITY OF DENTON, TEXAS

Minutes approved on: 7/14/2025



City of Denton

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

Legislation Text

File #: PUB25-101, **Version:** 1

AGENDA CAPTION

Management Reports

1. Public Agenda Posting Deadline
2. Future Agenda Items
3. New Business Action Items



MEMORANDUM

DATE: July 14, 2025
TO: Members of the Public Utilities Board
FROM: Cassie Blackburn, Administration Manager, DME Administration
SUBJECT: Compliance Timeline Revision for HB 1522: Public Agenda Posting Deadlines

In response to HB 1522, all public meeting agendas must be posted three (3) business days in advance of the meeting date, effective September 1, 2025. To ensure compliance with this new timeline, we will begin implementing these changes starting with the Public Utilities Board meeting on July 14, 2025. The agenda for this meeting will now be available for public viewing by close of business on the Tuesday before the meeting.

No action is required by the Public Utilities Board.

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
July 14, 2025	Budget Workshop	Finance
July 28, 2025	PUB to Consider recommending Utility Rates & Budget to Council	Finance
August 11, 2025		
August 25, 2025		
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.	6/23/25	Rayner	Dispatchable Generation Work Session	DME	7/14/25
2.					



City of Denton

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

Legislation Text

File #: PUB25-008, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2025-26 preliminary utility budgets and rates for Solid Waste, Water, Wastewater, Drainage, Electric and Customer Service.



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: July 14, 2025

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2025-26 preliminary utility budgets and rates for Solid Waste, Water, Wastewater, Drainage, Electric and Customer Service.

BACKGROUND

The purpose of this work session is to provide the Public Utilities Board (PUB) with details regarding the utility funds operating budgets. This work session will include a review of prior fiscal year financial performance for each utility, current year-end forecasts, and an overview of the preliminary FY 2025-26 budgets and rates. The City's budget emphasis continues to be focused on cost containment, financial transparency, long-term maintenance of utility assets, and system reliability.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Presentation

Respectfully submitted:
Jessica Williams
Chief Financial Officer
(940) 349-8244

Prepared By:
Matt Hamilton
Assistant Director of Finance
(940) 349-8127



City of Denton Utility Department Budget Updates FY 2025-26

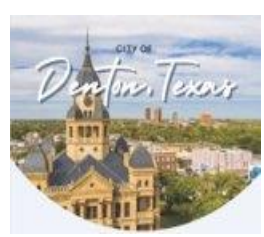
Public Utilities Board

July 14, 2025



Agenda

- Budget Process
- Budget Methodology
- 2025-26 Preliminary Utility Rates & Budgets
 - Solid Waste
 - Electric
 - Customer Service
 - Water
 - Wastewater
 - Drainage
- Next Steps



Budget Process

- Budget Kickoff
- Budget Submission
- City Manager Meetings
- PUB Meetings
- City Council Review
- Budget Workshop
- Public Hearings
- Budget Adoption
- October 1, 2025 - Effective Date





Budget Methodology

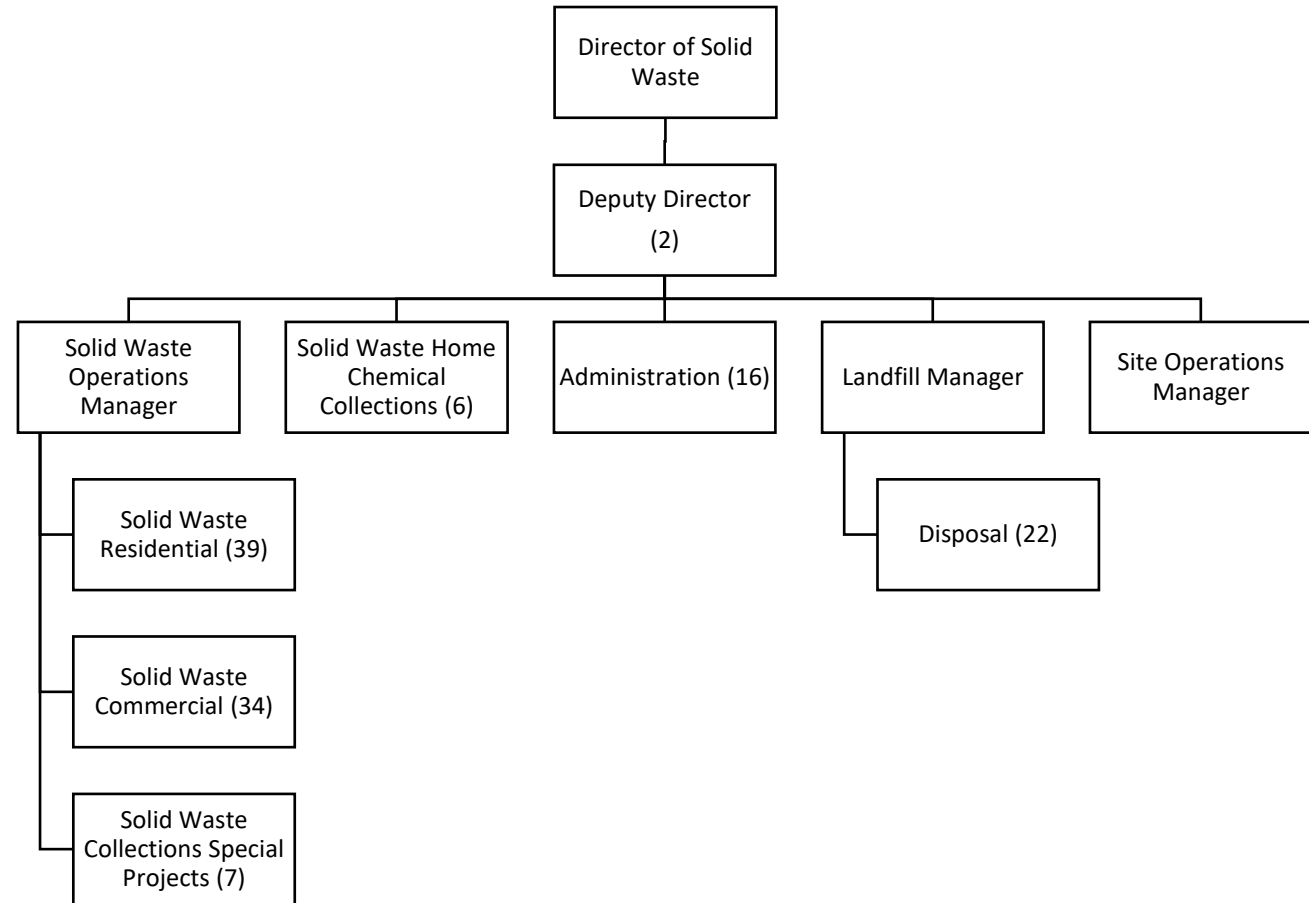
- **Zero-Based Budgeting:**
 - Zero-Based Budgeting (ZBB) a budgeting technique in which budgets start from zero, versus starting with the previous budget and adjusting it as needed.
 - Ensure that every dollar is justified and spent where it is most impactful.
- **Funding Priority:**
 - Existing employees.
 - Existing projects within the Capital Improvement Program.
- **Budgetary Focus:**
 - Following through on the initiatives and projects in progress.
 - Evaluating core services provided, aligning resources accordingly.
- **Focus on Savings & Reducing Debt**
- **Right Sizing Revenue and Expenditure Expectations & Diversifying Revenue Streams**
- **Enhanced Financial Reporting**
- **Updating Financial Policies & Fee Schedules To Focus on Cost Recovery**

Solid Waste and Recycling

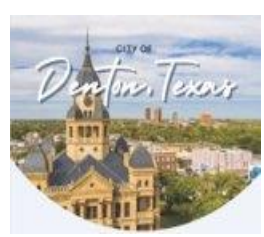




Solid Waste and Recycling



Total FTE Count:
130



Solid Waste Budget (Current Year)

Revenues	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Base Rate Revenues	\$ 33,984,882	\$ 34,815,307	\$ 35,754,289	\$ 35,170,571
Wholesale Agreements	4,033,433	4,005,845	5,296,940	5,296,940
Non-Rate Revenues	1,277,588	2,106,304	2,468,058	2,780,884
Use of Reserves	2,074,931	112,178	-	-
Total Resources	\$ 41,370,834	\$ 41,039,634	\$ 43,519,287	\$ 43,248,395

Expenses	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Personnel Services	\$ 13,858,641	\$ 13,869,421	\$ 14,468,792	\$ 13,837,394
Materials & Supplies	769,267	511,714	748,667	510,243
Maintenance and Repair	238,516	223,662	260,266	288,278
Insurance	754,473	717,541	696,804	696,804
Miscellaneous Expense	39,820	33,061	43,320	40,419
Operations	7,252,341	8,048,133	7,810,415	8,422,905
Cost of Service Transfers	6,531,546	6,272,473	8,442,354	8,442,354
Fixed Assets	904,007	779,707	1,015,337	770,706
Vehicle Replacement	2,575,000	1,425,000	1,870,000	1,870,000
Revenue Funded Capital	1,000,000	1,627,707	-	-
Closure/Post Closure	752,631	752,628	752,631	752,631
Debt Service	4,817,837	4,775,075	5,269,872	5,269,872
Franchise Fees	1,876,755	2,003,512	2,140,829	2,162,468
Total Expenditures	\$ 41,370,834	\$ 41,039,634	\$ 43,519,287	\$ 43,064,074
Net Change	\$ (2,074,931)	\$ (112,178)	\$ -	\$ 184,321



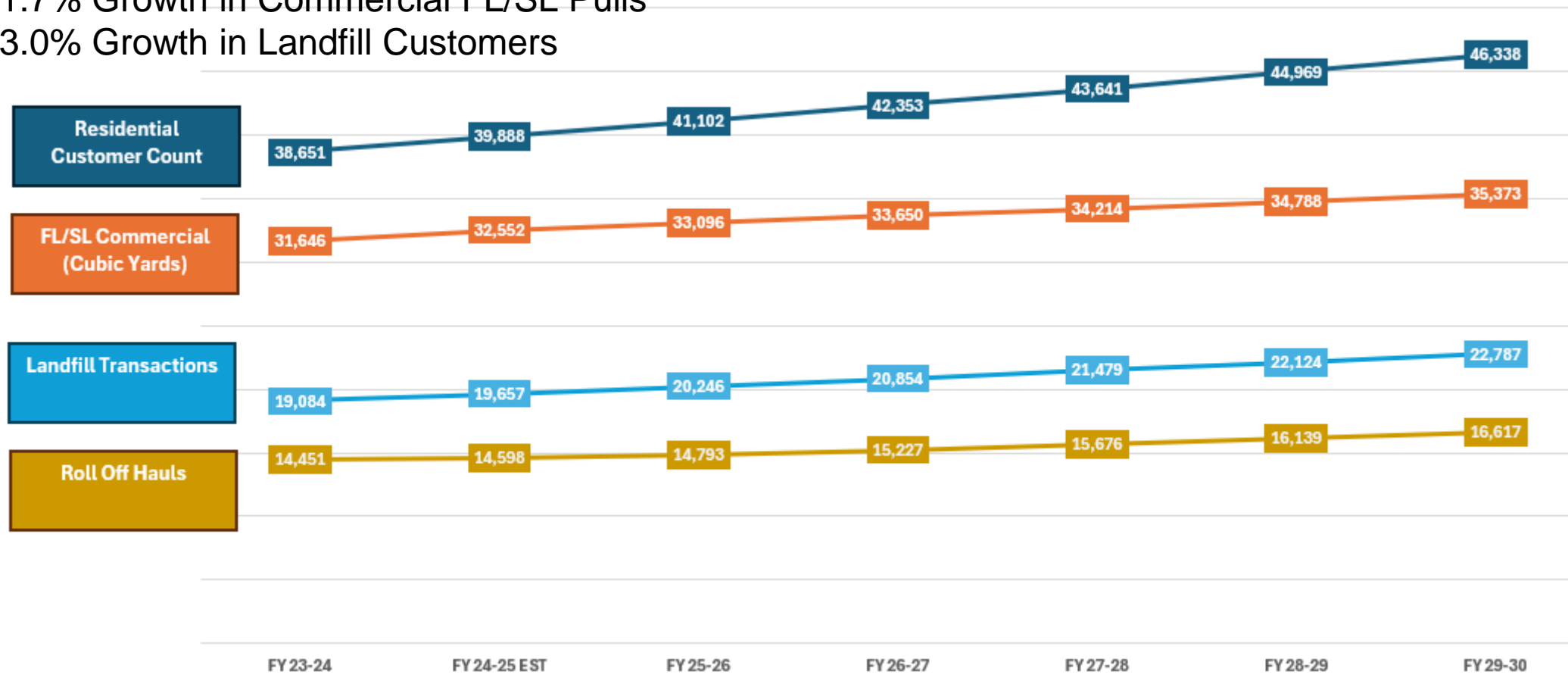
Solid Waste – FY 2025-26 Overview

- Budget Change
 - +4.2% vs FY25 Budget
- No base rate increase for FY 2026
- Preliminary Budget Reductions - **\$980,814 Total**
 - Personnel - \$212,126
 - Reducing two vacant Deputy Director positions to one
 - Materials and Supplies - \$209,313
 - Reduced Alternative Daily Cover (ADC) and Odor Control Agents as well as furniture expenses
 - Maintenance and Repair - \$17,500
 - Reduced Compressed Natural Gas (CNG) Site Maintenance
 - Operations - \$397,499
 - Reduced Travel, Training, Outside Contract Services, Hire of Equipment, and Luminant CNG Purchase
 - Fixed Assets - \$144,376
 - Reduced 3 yard dumpsters, 4 yard dumpsters, and 30 yard open tops.



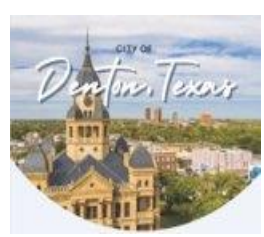
Solid Waste - Growth Projections

- 3.0% Growth in Residential Customers
- 1.7% Growth in Commercial FL/SL Pulls
- 3.0% Growth in Landfill Customers



Solid Waste – 5 Year Preliminary Forecast

	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 EOY Estimate	FY 2025-26 Preliminary	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	\$ 12,360,314	\$ 10,806,539	\$ 12,248,136	\$ 12,432,456	\$ 12,432,456	\$ 9,297,844	\$ 7,911,665	\$ 7,344,288
Resources								
Rate Revenues	\$ 34,815,307	\$ 35,754,289	35,170,571	37,972,656	40,089,632	42,324,629	43,594,367	44,902,198
Wholesale Agreements	4,005,845	5,296,940	5,296,940	5,521,140	5,521,140	5,521,140	5,521,140	5,521,140
Non-Rate Revenues	2,106,304	2,468,058	2,780,884	1,859,877	1,889,464	1,916,927	1,946,068	1,977,006
Total Revenues	40,927,456	43,519,287	43,248,395	45,353,673	47,500,235	49,762,696	51,061,576	52,400,345
Use of Reserves	-	-	-	-	3,134,612	1,386,179	567,377	-
Total Resources	\$ 40,927,456	\$ 43,519,287	\$ 43,248,395	\$ 45,353,673	\$ 50,634,848	\$ 51,148,875	\$ 51,628,953	\$ 52,400,345
Expenditures								
Personnel Services	\$ 13,869,421	\$ 14,468,792	\$ 13,837,394	\$ 14,363,796	\$ 14,794,710	\$ 15,238,551	\$ 15,695,708	\$ 16,166,579
Materials & Supplies	511,714	748,667	510,243	509,831	525,126	540,880	557,106	573,819
Maintenance and Repair	223,662	260,266	288,278	247,035	254,446	262,079	269,942	278,040
Insurance	717,541	696,804	696,804	655,318	674,978	695,227	716,084	737,566
Miscellaneous Expense	33,061	43,320	40,419	33,085	34,078	35,100	36,153	37,237
Operations	8,048,133	7,810,415	8,422,905	7,960,315	8,199,124	8,445,098	8,698,451	8,959,405
Cost of Service Transfers	6,272,473	8,442,354	8,442,354	7,471,760	7,695,913	7,926,790	8,164,594	8,409,532
Fixed Assets	779,707	1,015,337	770,706	966,576	995,573	1,025,440	1,056,204	1,087,890
Vehicle Replacement	1,425,000	1,870,000	1,870,000	3,463,000	5,995,000	5,870,850	5,400,000	3,481,000
Revenue Funded Capital	1,627,707	-	-	-	-	-	-	-
Closure/Post Closure	752,628	752,631	752,631	946,819	1,256,748	1,334,760	1,417,174	1,504,220
Debt Service	4,775,075	5,269,872	5,269,872	6,550,163	7,957,598	7,454,998	7,228,864	7,146,077
Franchise Fees	2,003,512	2,140,829	2,162,468	2,185,975	2,251,554	2,319,101	2,388,674	2,460,334
Total Expenditures	41,039,634	43,519,287	43,064,075	45,353,673	50,634,848	51,148,875	51,628,953	50,841,699
Ending Fund Balance	\$ 12,248,136	\$ 10,806,539	\$ 12,432,456	\$ 12,432,456	\$ 9,297,844	\$ 7,911,665	\$ 7,344,288	\$ 8,902,933
Net Change	\$ (112,178)	\$ -	\$ 184,320	\$ 0	\$ (3,134,612)	\$ (1,386,179)	\$ (567,377)	\$ 1,558,646
Revenue Sufficiency Requirement	0.0%	0.0%	0.0%	0.0%	2.5%	2.5%	0.0%	0.0%
Target Reserves								
Wrking Cptl - 8% / Op Reserve Target - 6%	5,745,549	6,092,700	6,028,970	6,349,514	7,088,879	7,160,842	7,228,053	7,117,838
Wrking Cptl - 8% / Op Reserve Target - 10%	7,387,134	7,833,472	7,751,533	8,163,661	9,114,273	9,206,797	9,293,212	9,151,506
Ending Fund Balance Target Met	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Debt Service Coverage Ratio (DSCR)	2.36	2.10	2.09	2.15	1.93	2.23	2.34	2.41



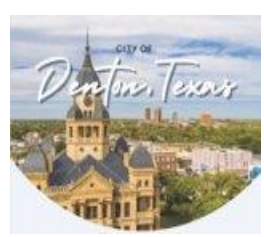
Solid Waste and Recycling - 5 YR Capital Plan

Project	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Organics Program Infrastructure	\$14,000,000	\$ -	\$ -	\$ -	\$ -	\$14,000,000
Vehicle Replacement	7,264,000	5,095,000	5,220,850	5,400,000	-	22,979,850
Vehicle Additions	448,000	900,000	650,000	-	3,481,000	5,479,000
Concrete Replacement	-	-	350,000	-	-	350,000
Transfer Station Construction	-	-	-	5,000,000	-	5,000,000
Wastewater Infrastructure	-	-	-	-	500,000	500,000
Total	\$21,712,000	\$5,995,000	\$6,220,850	\$10,400,000	\$3,981,000	\$48,308,850

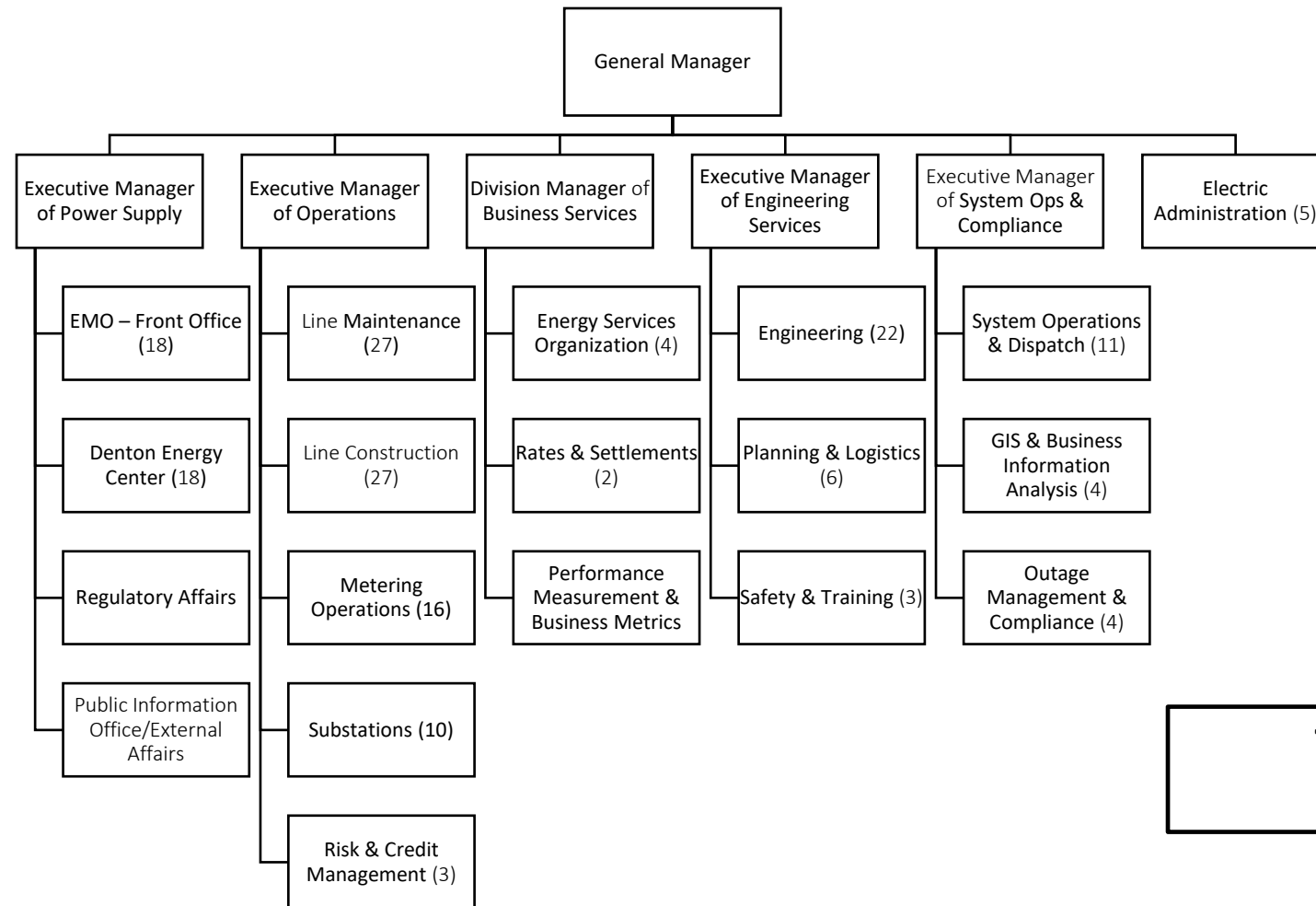
Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	\$18,249,000	\$ -	\$350,000	\$5,000,000	\$500,000	\$24,099,000
Revenue Funding	3,463,000	5,995,000	5,870,850	5,400,000	3,481,000	24,209,850
Total	\$21,712,000	\$5,995,000	\$6,220,850	\$10,400,000	\$3,981,000	\$48,308,850

Denton Municipal Electric





Denton Municipal Electric



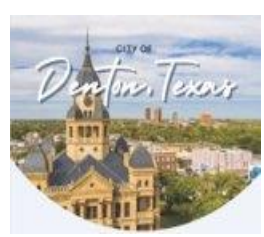
Total FTE Count:
189



Electric Budget (Current Year)

Revenues	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Operating Revenue	\$ 286,755,663	\$ 261,854,523	\$ 389,232,276	\$ 311,248,580
Miscellaneous	-	100,072	-	672,771
Investments	650,000	5,373,381	1,200,000	2,370,041
Rev.-Other	1,381,793	2,574,239	370,629	1,656,727
Transfers	1,609,740	1,609,740	1,680,870	1,845,909
Use of Reserves	17,756,400	18,892,198	1,493,915	1,760,699
Total Resources	\$ 308,153,596	\$ 290,404,153	\$ 393,977,690	\$ 319,554,727

Expenses	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Purchase Power	\$ 116,110,082	\$ 109,891,615	\$ 181,498,874	\$ 130,072,315
Transmission Power	24,737,092	26,013,621	27,284,774	29,064,216
Personnel Services	26,090,464	24,660,768	29,214,928	24,916,278
Operations & Maintenance	24,007,808	17,977,066	25,464,106	15,555,492
Admin. Costs	25,141,239	22,845,793	33,120,822	21,897,726
Debt Service Transfers	65,262,217	69,300,914	76,159,518	76,693,095
Transfers	26,787,694	19,804,376	21,234,668	21,335,605
Fixed Assets	17,000	-	-	-
Total Expenditures	\$ 308,153,596	\$ 290,494,153	\$ 393,977,690	\$ 319,554,727
Net Change	\$ (17,756,400)	\$ (\$18,982,198)	\$ (\$1,493,915)	\$ (\$1,760,699)



FY 2025-26 DME Overview

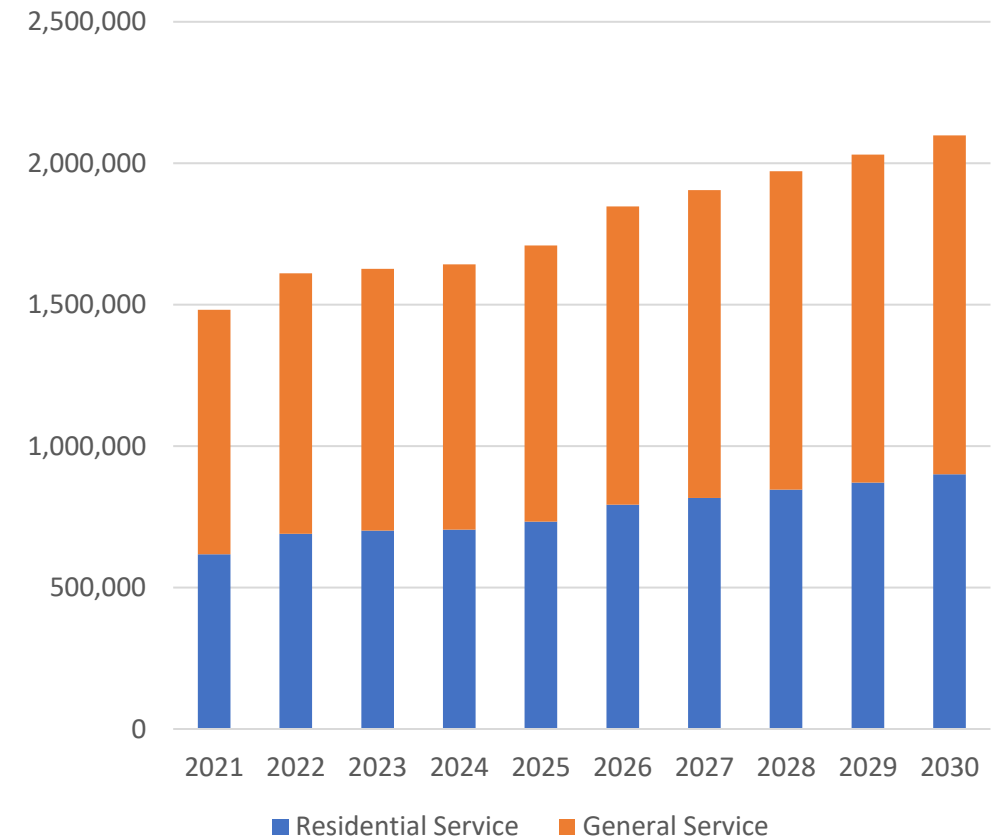
- Budget Change
 - +34.2% vs FY25 Budget
- No base rate increase for FY 2026
- ECA/TCRF will adjust as needed
 - ECA target balance helps to stabilize the ECA rate
- Implementation of ECA Large Load in FY 2025 with \$20M target balance will strengthen the fund financials
- Revenue Projections
 - \$526,631,018
- Expense Projections
 - \$509,582,231
- Preliminary Budget Reductions - **\$3,362,347 Total**
 - Winter & Summer Outage Insurance - \$2,300,000 (contingency funding remains budgeted)
 - Campus Expansion - reduced debt service - \$990,347
 - Focused Advocacy Contract - \$72,000
- Additionally, 6 vacancies anticipated to be held vacant through FY26



DME – Growth Projections

- Forecasted Retail Sales Grown (MWh)*

Year	Residential Service	General Service	% Chg.
2021	617,855	864,993	
2022	690,423	921,237	8.69%
2023	701,789	925,072	0.94%
2024	705,197	938,095	1.01%
2025	733,687	975,994	4.04%
2026	793,116	1,055,050	8.10%
2027	817,702	1,087,756	3.10%
2028	846,322	1,125,828	3.50%
2029	871,711	1,159,602	3.00%
2030	900,478	1,197,869	3.30%



*excludes Data Center

DME – 5 Year Preliminary Forecast

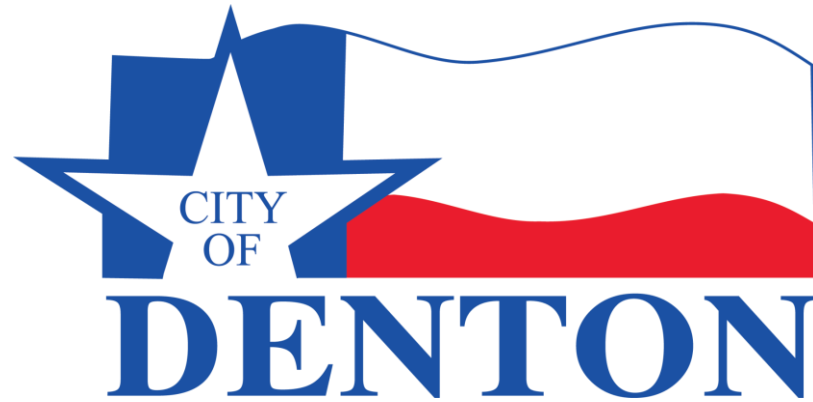
	2023-24 ACTUALS	2024-25 MOD BUDGET	2024-25 EOY ESTIMATE	2025-2026 PROPOSED	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected					
Beginning Fund Balance	\$ 99,845,101	\$ 114,148,221	\$ 112,128,803	\$ 110,368,104	\$ 127,416,890	\$ 152,997,164	\$ 187,932,166	\$ 236,044,849					
Rate Revenues													
Base Rate Revenue	\$ 131,971,282	\$ 189,839,592	\$ 118,741,182	\$ 139,864,726	\$ 154,659,164	\$ 171,731,774	\$ 190,739,785	\$ 211,109,607					
TCRF Revenue	10,751,806	30,286,099	23,853,789	51,111,143	58,591,788	61,521,377	64,597,446	67,827,318					
ECA Revenue	67,333,794	86,122,202	80,382,787	233,486,208	295,481,390	344,575,738	345,527,465	340,758,721					
Non-rate Revenue	40,224,302	31,880,385	39,612,888	35,578,131	36,645,475	37,744,839	38,877,184	40,043,500					
DEC Revenue	19,621,032	52,674,627	53,357,473	65,690,445	66,069,624	65,214,984	63,814,594	62,977,501					
Interfund Transfers	1,609,740	1,680,870	1,845,909	900,365	927,376	955,197	983,853	1,013,369					
Total Revenue	\$ 271,511,955	\$ 392,483,775	\$ 317,794,028	\$ 526,631,018	\$ 612,374,816	\$ 681,743,909	\$ 704,540,327	\$ 723,730,015					
Purchased Power	\$ 109,891,615	\$ 181,498,874	\$ 130,072,315	\$ 288,316,607	\$ 346,553,720	\$ 394,529,822	\$ 393,975,620	\$ 388,318,484					
Transmission of Power	26,013,621	27,284,774	29,064,216	45,695,176	52,416,950	55,037,798	57,789,688	60,679,172					
Personnel Services	24,660,768	29,214,928	24,916,278	29,473,911	30,358,129	31,268,872	32,206,939	33,173,147					
Materials & Supplies	2,462,230	4,086,780	2,651,568	2,442,104	2,515,367	2,590,828	2,668,553	2,748,610					
Maintenance & Repair	2,300,968	2,267,010	1,696,005	1,680,332	1,730,742	1,782,664	1,836,144	1,891,228					
Insurance	1,947,434	4,475,159	1,524,402	1,453,738	1,497,350	1,542,271	1,588,539	1,636,195					
Administrative Cost	22,845,793	33,120,822	21,897,726	34,480,288	39,673,263	43,688,998	45,268,492	46,648,496					
Miscellaneous	1,434,746	1,049,100	1,023,590	1,031,615	1,062,563	1,094,440	1,127,274	1,161,092					
Operations	9,831,688	13,465,119	8,659,927	12,279,294	12,647,673	13,027,103	13,417,916	13,820,454					
Debt Service Transfers	69,300,914	76,159,518	76,693,095	71,913,276	75,357,668	78,667,360	82,354,168	79,951,386					
Interfund Transfers	18,950,955	19,170,589	19,170,588	19,340,890	19,921,117	20,518,750	21,134,313	21,768,342					
Transfers to Capital Projects	853,420	2,185,017	2,185,017	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000					
Total Expenditures	\$ 290,494,152	\$ 393,977,690	\$ 319,554,727	\$ 509,582,231	\$ 586,794,542	\$ 646,808,907	\$ 656,427,645	\$ 654,856,605					
Ending Fund Balance	\$ 112,128,803	\$ 112,654,306	\$ 110,368,104	\$ 127,416,890	\$ 152,997,164	\$ 187,932,166	\$ 236,044,849	\$ 304,918,258					
Change in Fund Balance (Use of Reserves)	\$ (18,982,196)	\$ (1,493,915)	\$ (1,760,699)	\$ 17,048,786	\$ 25,580,274	\$ 34,935,002	\$ 48,112,682	\$ 68,873,410					
Rate Increases													
Base Rate	<table><tr><td>0.0%</td><td>6.5%</td><td>7.0%</td><td>7.0%</td><td>6.5%</td></tr></table>								0.0%	6.5%	7.0%	7.0%	6.5%
0.0%	6.5%	7.0%	7.0%	6.5%									
Working Capital (8%) & Op Reserves (>38%)	\$ 133,627,310	\$ 181,229,737	\$ 146,995,174	\$ 234,407,826	\$ 269,925,489	\$ 297,532,097	\$ 301,956,717	\$ 301,234,038					
Working Capital (8%) & Op Reserves (>61%)	\$ 200,440,965	\$ 271,844,606	\$ 220,492,762	\$ 351,611,739	\$ 404,888,234	\$ 446,298,146	\$ 452,935,075	\$ 451,851,058					
Ending Fund Balance Minimum Target Met	NO	NO	NO	NO	NO	NO	NO	YES					
Debt Service Coverage Ratio (DSCR)	1.07	1.44	1.29	1.74	1.91	2.04	2.17	2.48					



Electric – 5 YR Capital Plan

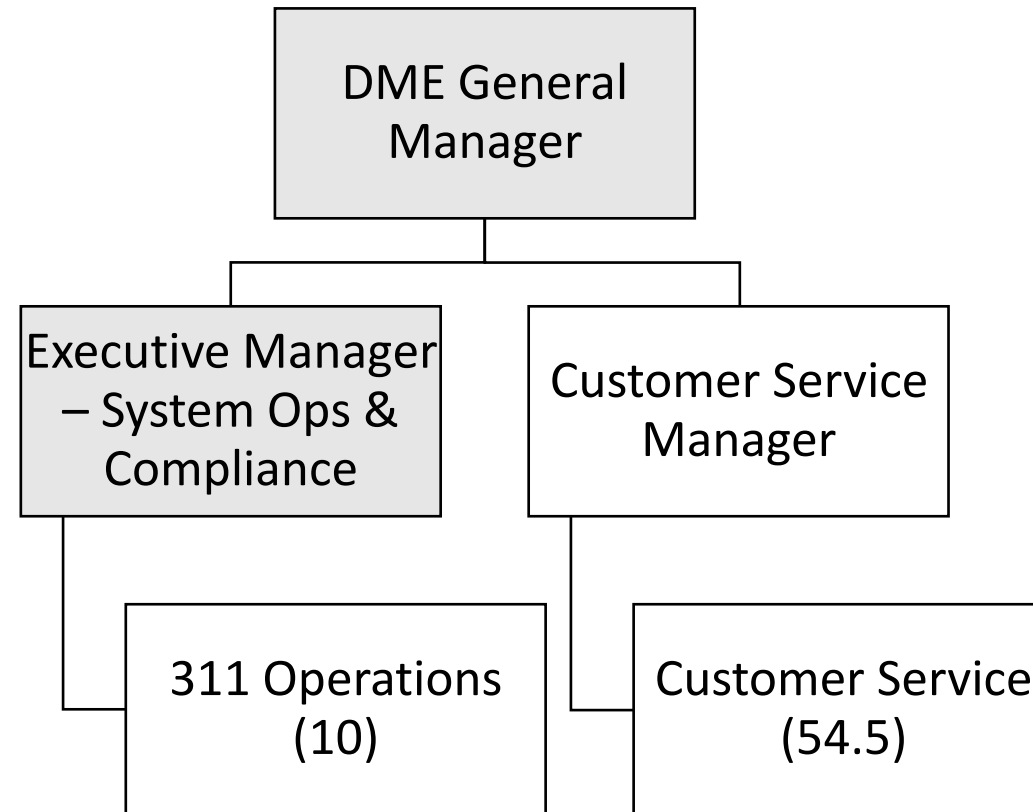
Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Automated Meter Reading	\$ 1,805,000	\$ 1,940,2000	\$ 761,127	\$ 853,392	\$832,539	\$ 6,192,258
Distribution Substations	8,210,000	6,220,000	3,850,000	5,200,000	4,600,000	28,080,000
Distribution Transformers	10,000,000	11,000,000	12,000,000	13,000,000	14,000,000	60,000,000
Feeder Extensions & Improvements	11,075,338	12,389,159	9,603,808	6,519,336	9,785,797	49,323,437
New Residential & Commercial	8,315,250	8,431,013	8,552,563	8,670,255	9,788,912	43,757,993
Power Factor Improvement	300,000	150,000	100,000	100,000	100,000	750,000
Street Lighting	650,000	650,000	250,000	250,000	250,000	2,050,000
Plant Production	-	-	6,000,000	11,000,000	-	17,000,000
Technology – Software & Hardware	4,409,000	2,909,000	2,009,000	24,250,000	24,850,000	58,427,000
Transmission Lines	5,770,000	16,950,000	10,100,000	14,200,000	8,740,000	55,760,000
Transmission Substations	6,450,000	9,540,000	7,050,000	8,860,000	3,610,000	35,510,000
Electric Relocation	5,500,000	5,500,000	5,500,000	1,500,000	1,500,000	19,500,000
Vehicle Replacement	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Total	\$ 63,959,588	\$ 78,739,372	\$ 68,836,498	\$ 97,462,983	\$ 81,117,247	\$ 390,115,688
Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	\$ 58,434,588	\$ 58,079,372	\$ 51,476,498	\$ 88,002,983	\$ 77,657,247	\$ 333,650,688
Revenue Funding	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Cost Participation	4,050,000	17,600,000	14,300,000	6,400,000	400,000	42,750,000
Total	\$ 63,959,588	\$ 78,739,372	\$ 68,836,498	\$ 97,462,983	\$ 81,117,247	\$ 390,115,688

Customer Service

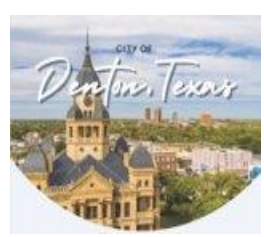




Customer Service Organizational Chart



**Total FTE Count:
65.5**



Customer Service Budget (Current Year)

Revenues	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Other Revenue	\$ 120,000	\$ 517,037	\$ 318,607	\$ 492,036
Operating Transfers In	9,736,620	8,579,900	11,497,310	10,554,368
Use of Reserves	-	-	150,000	-
Total Resources	\$ 9,856,620	\$ 9,096,937	\$ 11,965,917	\$ 11,046,422

Expenses	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Personnel Services	\$ 5,320,012	\$ 4,425,549	\$ 6,565,684	\$ 5,220,285
Materials and Supplies	434,130	388,864	474,130	393,418
Maintenance and Repair	1,500	140	1,500	-
Insurance	114,760	109,142	113,609	113,609
Miscellaneous Expense	2,350	1,475	2,350	1,500
Operations	2,578,570	2,763,110	2,850,074	3,356,303
Transfers	1,405,298	1,361,126	1,958,570	1,961,307
Total Expenditures	\$ 9,856,620	\$ 9,049,407	\$ 11,965,917	\$ 11,046,422
Net Change	\$ -	\$ 47,530	\$ -	\$ -



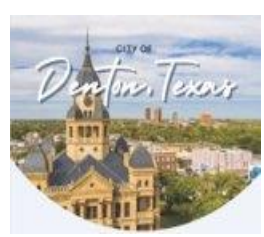
Online Payment Convenience Fee

Expenses associated with card processing has increased in recent years.

- The City currently pays \$1,341,276 in Credit Card and eCheck processing fees annually related to utility bills.
- The City does not currently recover this cost through a dedicated fee.

The City previously implemented a fee to recovery costs, but removed it in 2020.

Date	Card Fee Assessed	Account Type	Payment Type	Note
December 2014	2.7% Convenience Fee	Commercial Only	Telephone & Internet	Review of increasing costs in September 2014 led to applying the fee to the most expensive card types. Percentage applied due to current rules and laws of card processing fees at the time.
November 2020	0%	All	All	June 2019 PUB & Council directed to remove fee when implementing the new merchant contract due to credit card regulation changes that required convenience fees must be a flat fee.



Online Payment Convenience Fee

Cost Recovery Option:

- Implement a flat convenience fee.
 - Applies to internet, phone, and kiosk payments.
 - Does not apply to recurring or point-of-sale transactions.
 - Fee must be disclosed as a charge for convenience with an opportunity to cancel the transaction.
- To recover the full cost to process cards and eChecks, the City is estimated to need a \$2.90 convenience fee per transaction.

Customer Service Utility Bill Transaction Volume

Internet (Includes IVR & Phone)	97.05%
Kiosks	0.20%
Point of Sale	2.75%

Estimated Fee Recovery – Based on FY 2024 Internet Actuals

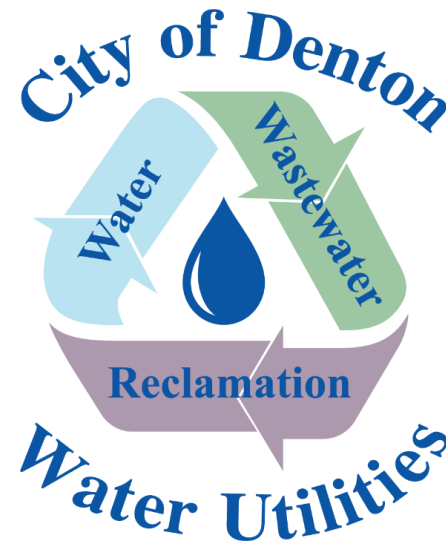
	\$1.00 Flat Fee	\$2.90 Flat Fee Full Cost Recovery
CARDS		
Total Transactions	566,241	566,241
Recurring Transactions	(158,908)	(158,908)
Eligible Convenience Fee Transactions	407,333	407,333
eCHECKS		
Total Transactions	164,454	164,454
Recurring Transactions	(111,407)	(111,407)
Eligible Transactions	53,047	53,047
All Eligible Transactions	460,380	460,380
Card Processor Costs	\$1,337,514	\$1,337,514
eCheck Processor Costs	\$3,762	\$3,762
Total Processor Fees	\$1,341,276	\$1,341,276
Convenience Fee Assessed	(\$460,380)	(\$1,335,102)
Remaining Expense	\$880,896	\$6,174

Customer Service – 5 Year Preliminary Forecast

	2023-24 ACTUALS	2024-25 MOD BUDGET	2024-25 EOY ESTIMATE	2025-2026 PROPOSED	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	\$ 391,787	\$ 1,301,103	\$ 439,317	\$ 439,317	\$ 439,317	\$ 439,317	\$ 439,317	\$ 439,317
Convenience Fees	\$ -	\$ -	\$ -	\$ 1,335,102	\$ 1,375,155	\$ 1,416,410	\$ 1,458,902	\$ 1,502,669
Other Revenue	517,037	318,607	492,036	445,425	458,788	472,551	486,727	501,329
Cost of Service - General Fund	157,319	853,328	765,710	659,087	691,210	724,582	759,981	796,808
Cost of Service - Electric	4,341,068	5,117,252	4,569,453	4,882,015	5,022,436	5,164,637	5,313,776	5,465,149
Cost of Service - Water	1,165,823	1,703,145	1,520,824	1,577,545	1,622,920	1,668,869	1,717,062	1,765,975
Cost of Service - Wastewater	1,375,609	1,660,835	1,697,468	1,527,082	1,571,005	1,615,485	1,662,136	1,709,485
Cost of Service - Solid Waste	1,516,290	2,139,418	1,910,393	1,336,321	1,374,758	1,413,681	1,454,504	1,495,938
Cost of Service - Streets	-	-	69,704	81,755	84,107	86,488	88,986	91,521
Cost of Service - Airport	8,249	10,252	9,154	11,104	11,424	11,747	12,087	12,431
Cost of Service - Fleet Svcs	8,326	6,739	6,018	7,062	7,265	7,471	7,686	7,905
Cost of Service - Tech Svcs	-	-	-	1,006	1,035	1,064	1,095	1,126
Cost of Service - Engineering	7,216	6,341	5,662	10,094	10,385	10,679	10,987	11,300
Total Revenue	\$ 9,096,937	\$ 11,815,917	\$ 11,046,422	\$ 11,873,598	\$ 12,230,486	\$ 12,593,664	\$ 12,973,929	\$ 13,361,635
Personnel Services	\$ 4,425,549	\$ 6,565,684	\$ 5,220,285	\$ 6,275,996	\$ 6,464,276	\$ 6,658,204	\$ 6,857,950	\$ 7,063,689
Materials & Supplies	388,864	474,130	393,418	408,995	421,185	433,739	446,668	459,983
Maintenance & Repair	140	1,500	-	-	-	-	-	-
Insurance	109,142	113,609	113,609	108,340	111,590	114,938	118,386	121,938
Miscellaneous	1,475	2,350	1,500	2,310	2,379	2,451	2,524	2,600
Operations	2,763,110	2,850,074	3,356,303	3,180,964	3,276,393	3,375,938	3,479,712	3,587,830
Transfers	1,361,126	1,958,570	1,961,307	1,896,993	1,954,663	2,008,395	2,068,689	2,125,596
Total Expenditures	\$ 9,049,407	\$ 11,965,917	\$ 11,046,422	\$ 11,873,598	\$ 12,230,486	\$ 12,593,664	\$ 12,973,929	\$ 13,361,636
Ending Fund Balance	\$ 439,317	\$ 1,151,103	\$ 439,317	\$ 439,317	\$ 439,317	\$ 439,317	\$ 439,317	\$ 439,317

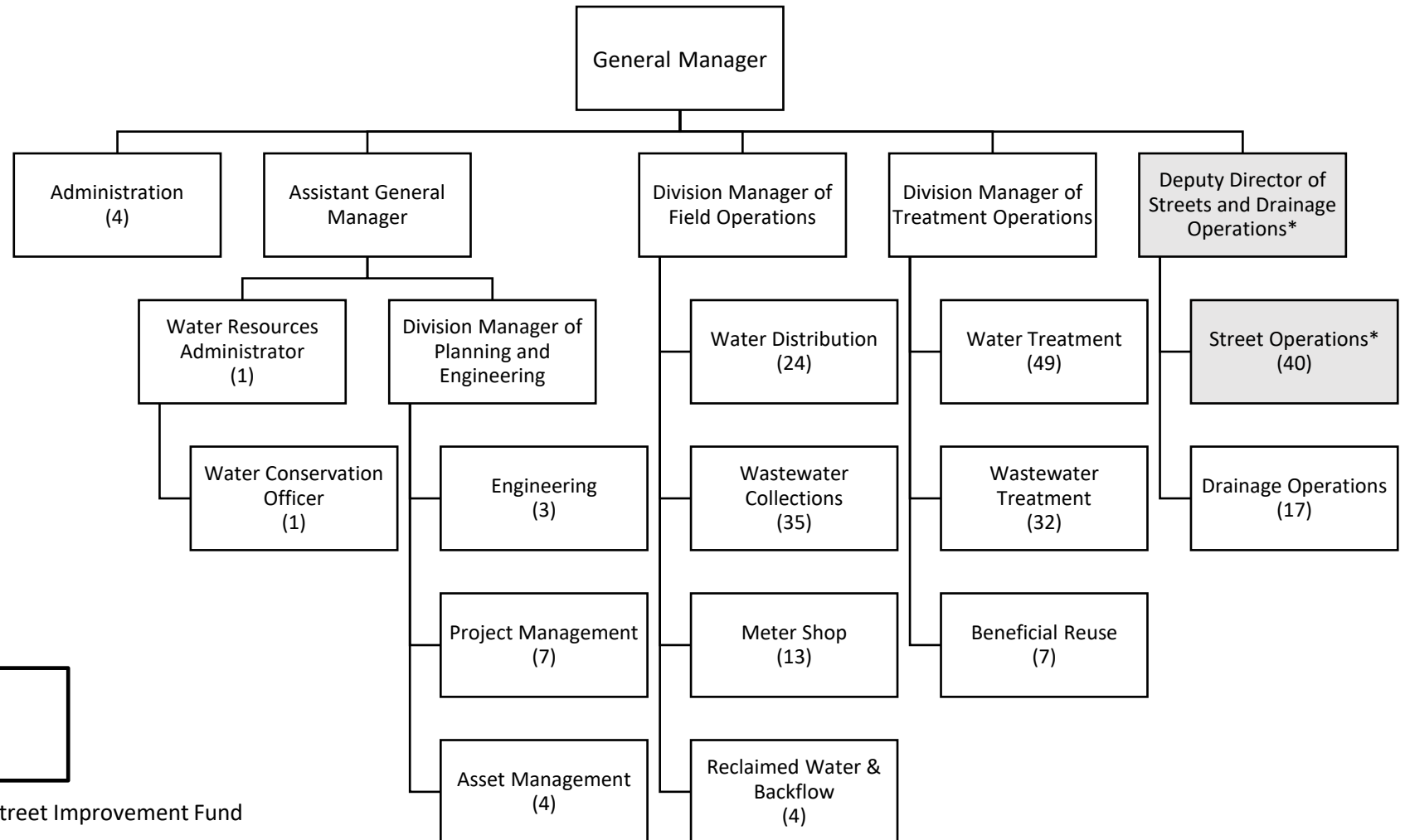
Change in Fund Balance \$ 47,530 \$ (150,000) \$ - \$ - \$ - \$ - \$ - \$ -

Water, Wastewater & Drainage



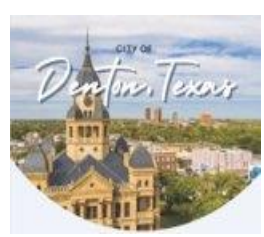


Water Utilities & Streets – Organizational Chart



Total FTE Count:
247

* Street Operations is budgeted in a separate Street Improvement Fund



Water Budget (Current Year)

Revenues	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Base Rate Revenues	\$ 46,404,583	\$ 45,490,215	\$ 49,511,119	\$ 48,147,881
Non-Rate Revenues	1,273,178	2,958,922	2,320,784	2,492,388
Transfers	2,892,442	3,693,127	3,803,921	3,803,921
Use of Reserves	8,138,778	-	-	-
Total Resources	\$ 58,708,981	\$ 52,142,264	\$ 55,635,824	\$ 54,444,190

Expenses	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Purchased Power	\$ 1,481,328	\$ 1,987,888	\$ 1,481,328	\$ 2,095,120
Purchased Water	3,000	1,776	3,000	2,000
Personnel Services	11,458,323	10,461,688	13,144,979	10,725,238
Materials and Supplies	2,040,004	3,202,244	4,766,574	3,580,770
Maintenance and Repair	2,066,512	2,874,264	1,883,402	2,406,271
Insurance	465,105	442,337	519,789	519,789
Franchise Fee/ ROI	3,944,389	3,842,717	4,208,445	4,153,421
Miscellaneous Expense	112,865	54,932	112,865	55,705
Operations	3,218,282	2,921,092	3,963,028	2,980,455
Transfers	33,884,173	22,110,135	25,516,364	27,268,804
Fixed Assets	35,000	-	36,050	-
Total Expenditures	\$ 58,708,981	\$ 47,899,072	\$ 55,635,824	\$ 53,787,573
Net Change	\$ (8,138,778)	\$ 4,243,191	\$ -	\$ 656,617



FY 2025-26 Water Fund Overview

- Budget Change
 - +6.3% vs FY25 Budget
- 3% Rate Increase – Residential & Commercial
- 297% Rate Increase – Wholesale Treated Water
- Revenue Projections
 - \$59,167,356
- Expense Projections
 - \$62,799,520
- 2 vacancies anticipated to be held vacant through FY26
- Retail Rate Study
- Wholesale Rate Study
- Other Financing Sources (WIFIA, TWDB)
- Alignment of Capital Improvement Plan Investment Portfolio
- Affordability balanced with constriction/future growth of the city

Water – 5 Year Preliminary Forecast

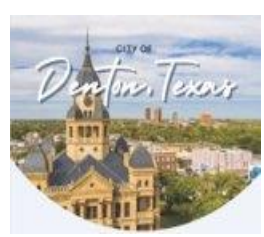
	2023-24 ACTUALS	2024-25 MOD BUDGET	2024-25 EOY ESTIMATE	2025-2026 PROPOSED	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	\$ 38,986,361	\$ 43,324,871	\$ 43,229,553	\$ 43,886,170	\$ 40,254,007	\$ 39,698,817	\$ 38,950,474	\$ 38,066,389
Rate Revenues								
Residential Water Sales	\$ 22,970,067	\$ 23,684,799	\$ 24,512,591	\$ 26,729,134	\$ 29,188,215	\$ 32,480,645	\$ 36,144,462	\$ 39,469,753
Commercial Water Sales	20,834,188	23,472,151	22,781,505	24,053,182	26,266,075	29,228,888	32,525,906	35,518,290
Wholesale - Raw Water	1,067,876	1,688,223	99,034	54,500	59,514	66,227	73,698	80,478
Wholesale - Treated Water	618,084	665,946	754,752	3,004,328	3,280,727	3,650,793	4,062,602	4,436,361
Non-rate Revenues	1,187,674	1,093,820	1,265,424	1,277,070	1,325,213	1,395,122	1,469,913	1,528,292
Interfund Transfers	3,693,127	3,803,921	3,803,921	2,944,874	3,033,220	3,124,217	3,217,943	3,314,482
Interest Income	1,771,248	1,226,964	1,226,964	1,104,268	1,137,396	1,171,517	1,206,663	1,242,863
Total Revenue	\$ 52,142,264	\$ 55,635,824	\$ 54,444,190	\$ 59,167,356	\$ 64,290,359	\$ 71,117,410	\$ 78,701,188	\$ 85,590,518
Purchased Power	\$ 1,987,888	\$ 1,481,328	\$ 2,095,120	\$ 2,212,016	\$ 2,278,377	\$ 2,346,728	\$ 2,417,130	\$ 2,489,644
Purchased Water	1,776	3,000	2,000	2,060	2,122	2,185	2,251	2,319
Personnel Services	10,461,688	13,144,979	10,725,238	13,616,587	14,025,085	14,445,837	14,879,212	15,325,589
Materials and Supplies	3,202,244	4,781,574	3,580,770	4,739,332	4,881,512	5,024,253	5,174,981	5,330,230
Maintenance and Repair	2,874,264	1,868,402	2,406,271	2,882,140	2,968,604	3,057,662	3,149,392	3,243,874
Insurance	442,337	519,789	519,789	495,690	510,561	525,878	541,654	557,903
Administrative Cost	3,842,717	4,208,445	4,153,421	4,761,342	4,997,535	5,561,257	6,188,567	6,757,915
Miscellaneous Expense	54,932	112,865	55,705	55,288	55,447	55,610	55,778	55,952
Operations	2,921,092	3,963,028	2,980,455	4,281,631	4,410,080	4,542,382	4,678,654	4,819,013
Debt Service Transfers	11,771,059	14,571,614	15,699,435	18,537,124	20,015,810	25,351,157	31,234,424	36,110,628
Capital Transfers	2,234,857	430,562	430,562	1,332,500	524,000	475,000	475,000	475,000
Interfund Transfers	8,104,219	10,514,188	11,138,807	9,883,809	10,176,417	10,477,803	10,788,230	11,107,970
Total Expenditures	\$ 47,899,072	\$ 55,635,824	\$ 53,787,573	\$ 62,799,520	\$ 64,845,548	\$ 71,865,753	\$ 79,585,273	\$ 86,276,037
Ending Fund Balance	\$ 43,229,553	\$ 43,324,871	\$ 43,886,170	\$ 40,254,007	\$ 39,698,817	\$ 38,950,474	\$ 38,066,389	\$ 37,380,870
Change in Fund Balance (Use of Reserves)	\$ 4,243,191	\$ -	\$ 656,617	\$ (3,632,163)	\$ (555,189)	\$ (748,343)	\$ (884,085)	\$ (685,519)
Rate Increases								
Rate Increase - Residential				3.0%	5.0%	7.0%	7.0%	5.0%
Rate Increase - Commercial				3.0%	5.0%	7.0%	7.0%	5.0%
Rate Increase - Treated Water				297.0%	5.0%	7.0%	7.0%	5.0%
Working Capital (8%) & Op Reserves (>25%)	\$ 15,806,694	\$ 18,359,822	\$ 17,749,899	\$ 20,723,841	\$ 21,399,031	\$ 23,715,699	\$ 26,263,140	\$ 28,471,092
Working Capital (8%) & Op Reserves (>42%)	\$ 23,949,536	\$ 27,817,912	\$ 26,893,787	\$ 31,399,760	\$ 32,422,774	\$ 35,932,877	\$ 39,792,636	\$ 43,138,019
Ending Fund Balance Minimum Target Met	YES	YES	YES	YES	YES	YES	YES	YES
Use of Impact Fees	\$ 1,635,340	\$ 1,635,340	\$ 1,635,340	\$ 2,900,000	\$ 4,500,000	\$ 3,500,000	\$ 3,650,000	\$ 2,000,000
Debt Service Coverage Ratio (DSCR)	1.88	1.32	1.33	1.13	1.25	1.21	1.19	1.18



Water – 5 YR Capital Plan

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Booster Stations	\$ 1,200,000	-	-	-	-	\$ 1,200,000
Field Service Replacement	1,103,000	1,158,000	1,216,000	1,269,000	1,269,000	6,015,000
Facility Improvements	2,000,000	-	6,000,000	-	-	8,000,000
Oversize Lines	5,075,000	1,250,000	10,720,000	5,700,000	-	22,745,000
Replace Lines	10,200,000	4,000,000	4,000,000	4,000,000	4,000,000	26,200,000
Taps, Fire Hydrants, & Meters	11,280,000	10,392,000	412,000	430,000	446,000	22,960,000
Transmission Lines	27,828,000	34,200,000	3,200,000	2,200,000	2,200,000	69,628,000
Plant Improvements	34,905,000	74,300,000	113,900,000	60,000,000	2,750,000	285,855,000
Vehicle Replacement	1,082,500	524,000	475,000	475,000	475,000	3,031,500
Water/Wastewater Modeling	250,000	-	-	-	-	250,000
Total	\$ 94,923,500	\$ 125,824,000	\$ 139,923,000	\$ 74,074,000	\$ 11,140,000	\$ 445,884,500

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding (includes TWDB)	\$ 55,651,541	\$ 88,701,855	\$ 112,975,809	\$ 58,837,881	\$ 5,719,445	\$ 321,886,530
WIFIA Funding	37,939,459	36,598,145	26,472,191	14,761,119	4,945,555	120,716,470
Revenue Funding	1,332,500	524,000	475,000	475,000	475,000	3,281,500
Total	\$ 94,923,500	\$ 125,824,000	\$ 139,923,000	\$ 74,074,000	\$ 11,140,000	\$ 445,884,500



Wastewater Budget (Current Year)

Revenues	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Base Rate Revenues	\$ 30,200,237	\$ 31,170,741	\$ 35,571,132	\$ 34,443,289
Non-Rate Revenues	7,832,282	4,735,159	3,933,830	4,312,609
Transfers	242,050	235,000	249,311	507,000
Use of Reserves	1,642,412	633,318	250,189	-
Total Resources	\$ 39,916,981	\$ 36,774,218	\$ 40,004,462	\$ 39,262,898

Expenses	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Purchased Power	\$ 1,200,000	\$ 1,129,571	\$ 1,200,000	\$ 1,200,000
Purchased Fuel	21,000	25,822	21,000	31,142
Personnel Services	6,551,435	6,578,816	7,522,635	6,423,800
Materials and Supplies	1,151,860	1,807,280	2,011,870	2,005,176
Maintenance and Repair	2,358,625	2,638,109	2,488,625	2,194,007
Insurance	360,056	342,431	389,088	389,088
Administrative Cost	2,619,061	2,833,659	3,023,547	3,116,225
Miscellaneous Expense	7,898	3,838	7,898	7,898
Operations	1,818,895	1,716,848	1,588,051	1,538,011
Transfers	23,828,151	19,697,844	21,751,748	22,160,049
Total Expenditures	\$ 39,916,981	\$ 36,774,218	\$ 40,004,462	\$ 39,065,398
Net Change	\$ (1,642,412)	\$ (633,318)	\$ (250,189)	\$ 197,500



FY 2025-26 Wastewater Fund Overview

- Budget Change
 - +12.0% vs FY25 Budget
- 11% Rate Increase
- Revenue Projections
 - \$44,563,965
- Expense Projections
 - \$44,186,354
- 1 vacancy anticipated to be held vacant through FY 2026

Wastewater – 5 Year Preliminary Forecast

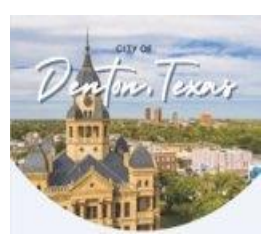
	2023-24 ACTUALS	2024-25 MOD BUDGET	2024-25 EOY ESTIMATE	2025-2026 PROPOSED	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	\$17,566,175	\$ 16,932,848	\$ 16,932,848	\$ 17,130,348	\$ 17,507,959	\$ 18,081,629	\$ 18,644,741	\$ 20,218,736
Residential Sales	\$14,788,925	\$ 17,083,964	\$ 16,497,020	\$ 19,270,543	\$ 22,685,283	\$ 26,460,114	\$ 30,577,308	\$ 34,674,667
Commercial Sales	16,381,807	18,487,168	17,946,269	20,933,470	24,642,881	28,743,456	33,215,938	37,666,873
Non-rate Revenues	4,091,650	3,428,701	3,789,339	3,889,010	4,005,680	4,121,250	4,240,287	4,362,894
Interest Income	643,509	523,269	523,269	470,942	485,070	499,622	514,611	530,049
Interfund Transfers	235,000	249,311	507,000	-	-	-	-	-
Total Revenue	\$36,140,891	\$ 39,772,413	\$ 39,262,897	\$ 44,563,965	\$ 51,818,914	\$ 59,824,442	\$ 68,548,143	\$ 77,234,484
Purchased Power	\$ 1,129,571	\$ 1,200,000	\$ 1,200,000	\$ 1,236,000	\$ 1,273,080	\$ 1,311,272	\$ 1,350,611	\$ 1,391,129
Fuel	25,822	21,000	31,142	35,000	36,050	37,132	38,245	39,393
Personnel Services	6,578,816	7,522,635	6,423,800	8,479,393	8,733,775	8,995,788	9,265,662	9,543,632
Materials and Supplies	1,807,280	2,011,870	2,005,175	2,624,461	2,703,195	2,784,291	2,867,819	2,953,854
Maintenance and Repair	2,638,109	2,488,625	2,194,007	2,293,205	2,362,001	2,432,861	2,505,847	2,581,022
Insurance	342,431	389,088	389,088	371,051	382,183	393,648	405,457	417,621
Administrative Cost	2,833,659	3,023,547	3,116,225	3,514,469	4,022,894	4,692,303	5,422,426	6,149,031
Miscellaneous Expense	3,838	7,898	7,898	4,238	4,365	4,496	4,631	4,770
Operations	1,716,848	1,588,051	1,538,011	2,237,929	2,305,067	2,374,219	2,445,446	2,518,809
Debt Service Transfers	8,656,914	9,785,287	10,193,589	9,663,657	15,322,426	21,801,605	27,890,779	33,969,143
Capital Transfers	2,100,000	888,538	888,538	2,830,000	2,830,000	2,830,000	2,830,000	2,830,000
Interfund Transfers	8,940,930	11,077,923	11,077,923	10,896,951	11,270,210	11,603,715	11,947,225	12,301,041
Total Expenditures	\$36,774,218	\$ 40,004,462	\$ 39,065,397	\$ 44,186,354	\$ 51,245,245	\$ 59,261,330	\$ 66,974,148	\$ 74,699,445
Ending Fund Balance	\$16,932,848	\$ 16,700,799	\$ 17,130,348	\$ 17,507,959	\$ 18,081,629	\$ 18,644,741	\$ 20,218,736	\$ 22,753,775
Change in Fund Balance	\$ (633,327)	\$ (232,049)	\$ 197,500	\$ 377,610	\$ 573,669	\$ 563,112	\$ 1,573,995	\$ 2,535,039
Rate Increases								
Rate Increase - Residential				11.0%	9.0%	8.0%	7.0%	5.0%
Rate Increase - Commercial				11.0%	9.0%	8.0%	7.0%	5.0%
Working Capital (8%) & Op Reserves (>20%)	\$10,296,781	\$ 11,201,249	\$ 10,938,311	\$ 12,372,179	\$ 14,348,669	\$ 16,593,172	\$ 18,752,762	\$ 20,915,845
Working Capital (8%) & Op Reserves (>31%)	\$14,341,945	\$ 15,601,740	\$ 15,235,505	\$ 17,232,678	\$ 19,985,646	\$ 23,111,919	\$ 26,119,918	\$ 29,132,784
Ending Fund Balance Minimum Target Met	YES	YES	YES	YES	YES	YES	YES	YES
Use of Impact Fees	\$ 2,990,345	\$ 2,990,345	\$ 2,990,345	\$ 9,300,000	\$ 11,300,000	\$ 14,700,000	\$ 15,600,000	\$ 13,200,000
Debt Service Coverage Ratio (DSCR)	1.50	1.38	1.41	1.70	1.48	1.37	1.35	1.34



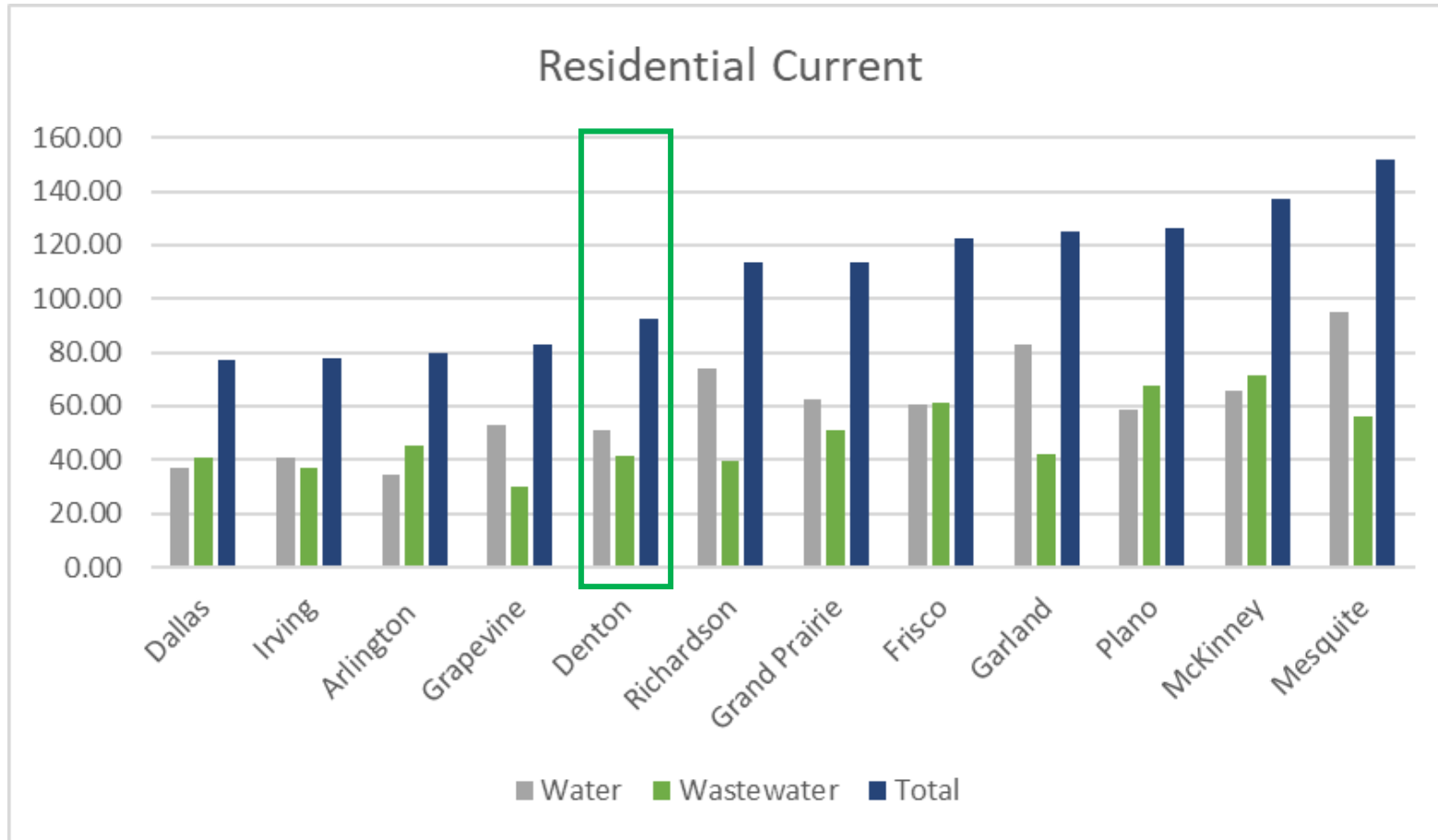
Wastewater – 5 YR Capital Plan

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Lift Station Improvements	\$ 28,350,000	\$ 19,700,000	\$ 8,450,000	\$ 450,000	\$ 500,000	\$ 57,450,000
Replace Lines	74,858,000	58,593,000	25,686,000	10,479,000	3,050,000	172,666,000
Collection System Upgrade	10,413,000	9,230,000	6,667,000	2,500,000	-	28,810,000
Facility Improvements	3,025,000	25,000	25,000	25,000	25,000	3,125,000
Oversize Lines	8,520,000	2,840,000	1,690,000	30,000	-	13,080,000
Taps, Fire Hydrants, & Meters	251,000	255,000	260,000	265,000	270,000	1,301,000
Plant Improvements	114,750,000	229,000,000	202,200,000	118,500,000	70,000,000	734,450,000
Vehicle Replacements	\$2,830,000	\$2,830,000	\$2,830,000	\$2,830,000	\$2,830,000	\$14,150,000
Total	\$ 242,997,000	\$ 322,473,000	\$ 247,808,000	\$ 135,079,000	\$ 76,675,000	\$ 1,025,032,000

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding (includes TWDB)	\$ 141,892,454	\$ 182,425,214	\$ 129,790,601	\$ 67,446,990	\$ 37,660,950	\$ 559,216,210
WIFIA Funding	98,274,546	137,217,786	115,187,399	64,802,010	36,184,050	451,665,790
Revenue Funding	2,830,000	2,830,000	2,830,000	2,830,000	2,830,000	14,150,000
Total	\$ 242,997,000	\$ 322,473,000	\$ 247,808,000	\$ 135,079,000	\$ 76,675,000	\$ 1,025,032,000



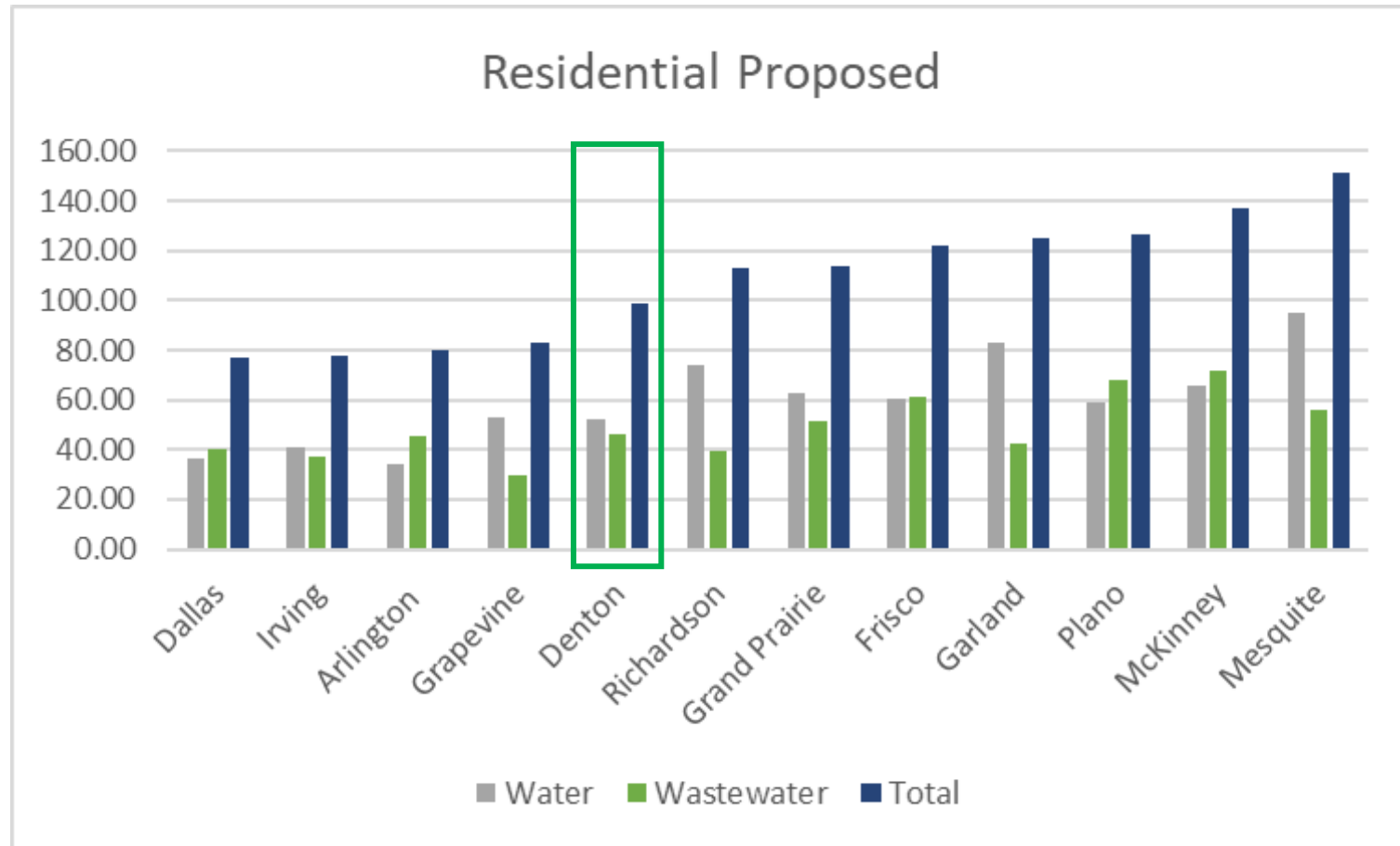
Current Residential Rate Comparison

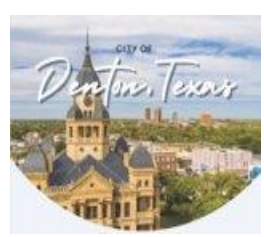


*based on 9,000 monthly gallons water / 6,000 monthly gallons wastewater

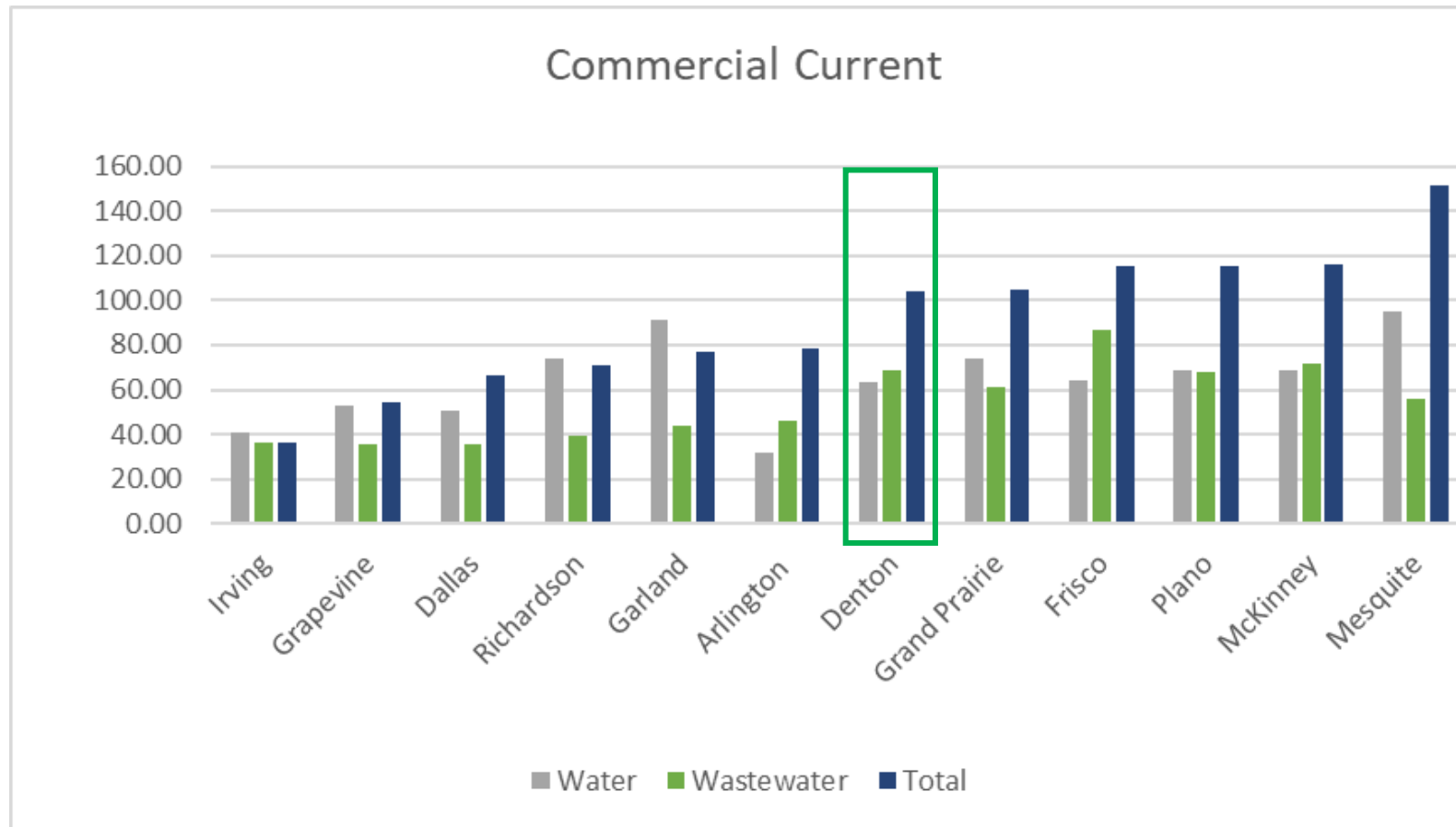


Proposed Residential Rate Comparison



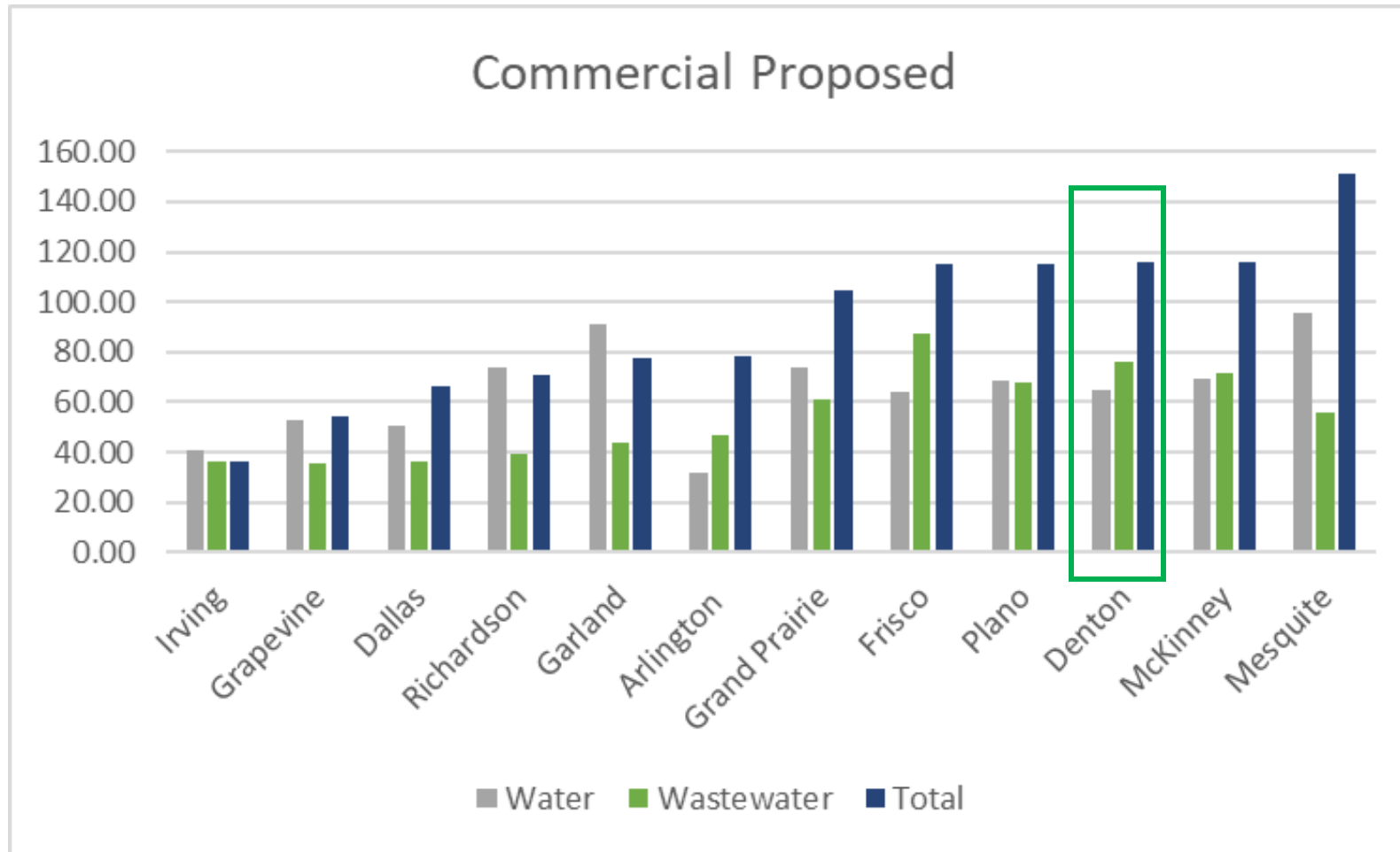


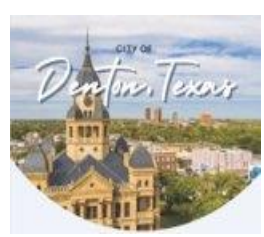
Current Commercial Rate Comparison





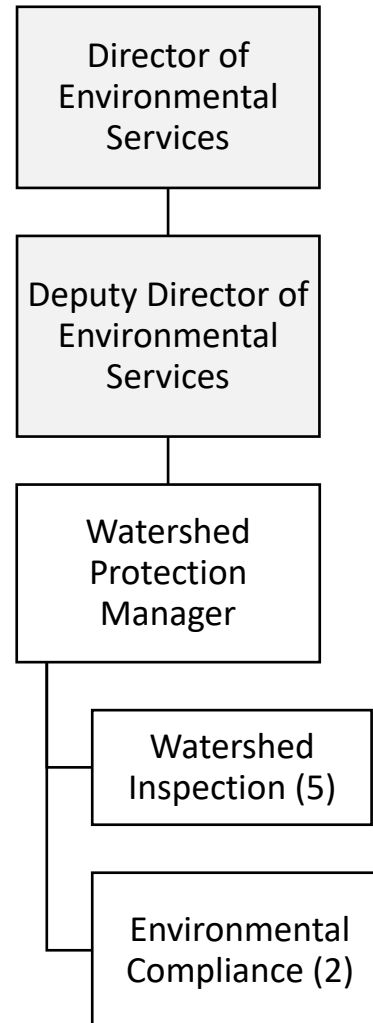
Proposed Commercial Rate Comparison





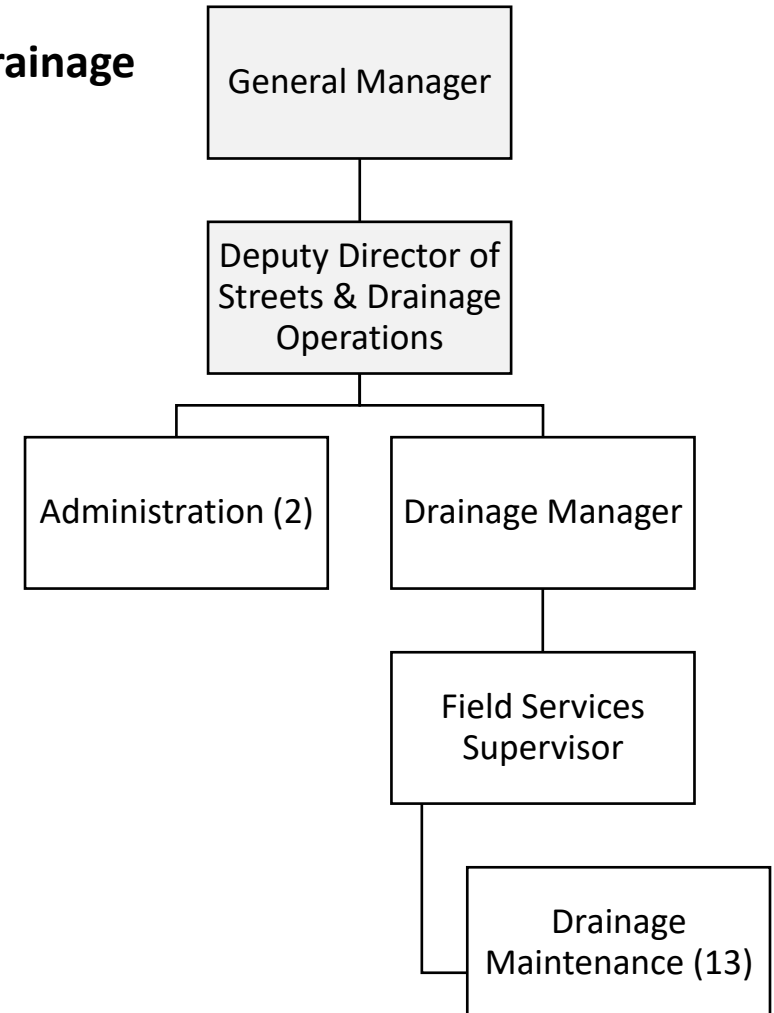
Drainage – Organizational Chart

Watershed Protection



Total FTE Count:
25

Drainage





Drainage Budget (Current Year)

Revenues	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Residential Rate Revenues	\$ 2,245,255	\$ 2,291,080	\$ 2,325,204	\$ 2,238,873
Non-Residential Rate Revenues	2,714,746	3,169,539	2,720,632	3,160,692
Non-Rate Revenues	450,277	403,704	611,867	406,889
Use of Reserves	-	-	-	-
Total Resources	\$ 5,410,278	\$ 5,864,322	\$ 5,657,703	\$ 5,806,454

Expenses	FY 2024 Budget	FY 2024 Actuals	FY 2025 Budget	FY 2025 Estimate
Personnel Services	\$ 2,590,910	\$ 2,465,156	\$ 2,821,257	\$ 2,578,150
Materials and Supplies	197,257	100,372	122,630	61,190
Maintenance and Repair	297,047	288,358	331,247	196,455
Insurance	69,181	65,794	74,395	74,395
Miscellaneous Expense	18,350	7,132	18,200	12,664
Operations	589,287	566,687	697,213	446,424
Transfers	1,648,246	1,058,207	1,592,761	1,880,872
Total Expenditures	\$ 5,410,278	\$ 4,551,706	\$ 5,657,703	\$ 5,806,454
Net Change	\$ -	\$ 1,312,617	\$ -	\$ -



FY 2025-26 Drainage Overview

- Budget Change
 - 3.6% vs FY25 Budget
- No proposed rate increase
- Revenue Projections
 - \$7,175,224
- Expense Projections
 - \$7,175,224
- Cost of Service study with Raftelis kicked off 6/27



Drainage History

2002

3,300 inlets
32 miles of infrastructure

2025

9,218 inlets **179%** increase
320 miles of infrastructure **900%** increase

<u>Square Feet</u>	<u>Rate per Sq. Ft.</u>
0-600	\$0.50
601-1000	\$1.00
1001-2000	\$3.35
2001-3000	\$5.45
3001-4000	\$7.60
4001-5000	\$9.75
5001-6000	\$12.00
Over 6000	\$15.50

Drainage – 5 Year Preliminary Forecast

	2023-24 ACTUALS	2024-25 MOD BUDGET	2024-25 EOY ESTIMATE	2025-2026 PROPOSED	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	\$ 1,000,000	\$ 1,000,000	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617
Residential Fees	\$ 2,291,080	\$ 2,325,204	\$ 2,238,873	\$ 2,365,364	\$ 2,436,325	\$ 2,509,414	\$ 2,584,697	\$ 2,662,238
Nonresidential Fees	3,169,539	2,720,632	3,160,692	3,169,207	3,264,284	3,362,212	3,463,079	3,566,971
Watershed Inspection Fee	25,538	26,941	17,378	18,370	18,921	19,488	20,073	20,675
Non-rate Revenues	-	195,415	-	-	-	-	-	-
Interfund Transfers	378,166	389,511	389,511	309,666	318,956	328,525	338,380	348,532
Planned Use of Reserve	-	-	-	1,312,617	-	-	-	-
Total Revenue	\$ 5,864,322	\$ 5,657,703	\$ 5,806,454	\$ 7,175,224	\$ 6,038,485	\$ 6,219,640	\$ 6,406,229	\$ 6,598,416
Personnel Services	\$ 2,465,156	\$ 2,821,257	\$ 2,578,150	\$ 2,797,128	\$ 2,881,042	\$ 2,967,473	\$ 3,056,497	\$ 3,148,192
Materials and Supplies	100,372	122,630	61,190	94,295	97,124	100,038	103,039	106,130
Maintenance and Repair	288,358	331,247	196,455	381,157	392,592	404,369	416,501	428,996
Insurance	65,794	74,395	74,395	70,940	73,068	75,260	77,518	79,844
Miscellaneous Expense	7,132	18,200	12,664	6,275	6,463	6,657	6,857	7,063
Operations	566,687	697,213	446,424	838,863	864,029	889,950	916,648	944,148
Capital Transfers	449,050	1,036,457	1,880,872	1,834,157	537,186	553,302	569,901	586,998
Interfund Transfers	609,157	556,304	556,304	1,152,409	1,186,981	1,222,591	1,259,268	1,297,046
Total Expenditures	\$ 4,551,706	\$ 5,657,703	\$ 5,806,454	\$ 7,175,224	\$ 6,038,485	\$ 6,219,640	\$ 6,406,229	\$ 6,598,416
Ending Fund Balance	\$ 2,312,617	\$ 1,000,000	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617
Change in Fund Balance	\$ 1,312,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rate Increases				0.0%	0.0%	0.0%	0.0%	0.0%

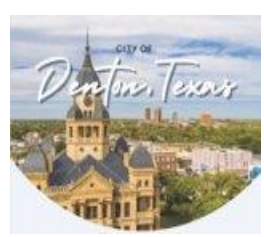


Preliminary Utility Rate Change Summary

Residential – Average Bill			
	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>
Solid Waste	\$25.42	\$25.42	\$ -
Electric	\$132.72	\$132.72	\$ -
Water	\$53.85	\$55.47	\$1.62
Wastewater	\$41.63	\$46.21	\$4.58
Drainage	\$3.35	\$3.35	\$ -
Total	\$256.97	\$263.16	\$6.19

Commercial – Average Bill			
	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>
Solid Waste	\$33.75	\$33.75	\$ -
Electric	\$296.90	\$296.90	\$ -
Water	\$63.27	\$65.17	\$1.90
Wastewater	\$68.48	\$76.01	\$7.53
Drainage	\$2.79	\$2.79	\$ -
Total	\$465.19	\$474.62	\$9.43

* based on 9,000 monthly gallons water / 6,000 monthly gallons wastewater



Rate Summary

History of Rate Increases / (Decreases) Preliminary 2026 Rate Revenue Requirements

Utility	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Solid Waste	-12.00%	-12.00%	-5.00%	-	-	-	1.50%	0.00%
Electric*	-3.50%	-	-	-	-	3.00%	1.50%	0.00%
Water	-	-	-2.00%	-	-	-	3.00%	3.00%
Wastewater	-5.00%	-	-	-	-	11.00%	11.00%	11.00%
Drainage	-	-	-	-	-	-	-	0.00%

** Base Rate Only*



Recommendations/Next Steps

Feedback and Direction on the Preliminary Budgets:

- Preliminary utility rate changes for Water & Wastewater
- Cost recovery option for online credit card/eCheck utility payments

Next Steps:

- July 28, 2025: Utility Budget & Rate Recommendations (PUB)
- August 9, 2025: Budget Workshop (Council)
- August 19, 2025: Budget Workshop Follow-Up (Council)
- September 16, 2025: Budget & Tax Rate Hearing & Adoption (Council)

Questions?



City of Denton

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Legislation Text

File #: PUB25-098, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and give staff direction to explore the acquisition of an existing and/or proposed dispatchable electric generation facility.



AGENDA INFORMATION SHEET

DEPARTMENT: Denton Municipal Electric

DCM: Cassey Ogden

DATE: July 14, 2025

SUBJECT

Receive a report, hold a discussion, and give staff direction to explore the acquisition of an existing and/or proposed dispatchable electric generation facility.

BACKGROUND

Denton Municipal Electric (DME), as both a load serving entity (LSE) and an electric wholesale market participant in ERCOT, continues to face challenges in providing affordable and reliable power to its customers. These challenges are not unique to DME and as we discussed on June 3, 2025, have been brought on by various regulatory and market changes at the State level. Additionally, various actions at the Federal level, primarily those impacting tax credits on renewable resources, have created uncertainty for future renewable developments. Combined with the unprecedented customer growth across the State, including large loads like data centers, this has created basic supply and demand imbalances that continue to increase the price of electricity. As it relates to large loads, which operate 24 hours a day with little to no fluctuation in demand, traditionally low-priced hours of the day and night when renewables are most prevalent are now projected to increase as well.

Since late 2021, DME has consistently communicated the potential need for additional generation investments during presentations on its operating and capital budgets, consideration of matters related to renewable energy power purchase agreements, approval of data center power purchase agreements, and concerns related to State legislative and regulatory matters. Over that time, DME has monitored all these developments in order to arrive at a recommendation that might garner City Council and community approval. As such, on June 3, 2025, the City Council gave staff direction to pursue the creation of an Integrated Resource Plan (IRP) with the intent to study and recommend the best possible mix of generation resources and demand side management programs to ensure that DME could continue to provide affordable and reliable power to its customers. The creation of the IRP is anticipated to take 18-24 months. However, as communicated to the City Council, a generation portfolio comprised principally of intermittent resources (wind and solar) could no longer guarantee that outcome and so staff would anticipate that a dispatchable generation resource would likely be part of the overall recommendation. While dispatchable generation resources include those fueled by natural gas, diesel, hydrogen (still being developed) and nuclear (traditional and small modular reactors), geothermal could also be a possibility as recently announced by Austin Energy in the creation of their own IRP. But, in all likelihood, a natural gas resource would be the most viable option. As such, coupled with a roughly two-year IRP creation timeline, manufacturers of engines and turbines currently project deliveries are at best 2030 or 2031 if ordered today. This would mean that a new greenfield development, if approved, would not be operational for another 5-6 years and posing continued price risk exposure to ratepayers.

Finally, and what is now Part 3 to the June 3, 2025 presentation, DME on June 14, 2025 proposed that the City Council consider the exploration of acquiring an existing and/or proposed dispatchable generation facility. The primary intent would be to expedite what is likely to be a recommendation in the IRP and reduce the price risk exposure timeframe for ratepayers. While DME does not have any leads at this time on a potential acquisition, several acquisitions such as this have already occurred in the market indicating an acquisition may be possible. Establishing acceptable acquisition criteria (geographical location, generating type, capacity, etc.) would need to be completed in order to establish a pool of candidate facilities that may be solicited. To be clear, this proposal was to explore if an acquisition is possible and not to approve an acquisition. In the event an acquisition is possible, that action would need to be formally approved by the City Council at a future date and may parallel the creation of an IRP. And to be clear, there are no proposed facilities in the city of Denton that could be candidates and no existing facility not already owned by the City of Denton would be candidate either.

Staff looks forward to discussing this matter with the Public Utilities Board and would assure the PUB and the community that we remain committed to our stated mission to provide sustainable, safe, reliable and affordable electric power regardless of the direction given.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On May 19, 2025, the Public Utilities Board gave unanimous direction to recommend that the City Council approve staff's recommendations with consideration to give the public an opportunity to provide input on the City Renewable Energy Policy.

On June 3, 2025, the City Council received a report, held a discussion and gave staff direction to proceed with the creation of a City Renewable Energy Policy and an Integrated Resource Plan.

On June 17, 2025, the City Council received a report, held a discussion and gave staff direction to explore the acquisition of an exiting and/or proposed dispatchable generation facility.

EXHIBITS

1. Agenda Information Sheet
2. List of Power Stations in Texas
3. Presentation

Respectfully submitted:
Antonio Puente, Jr.
940-349-8487
DME General Manager

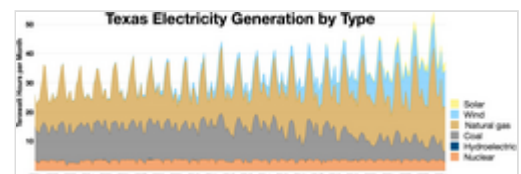
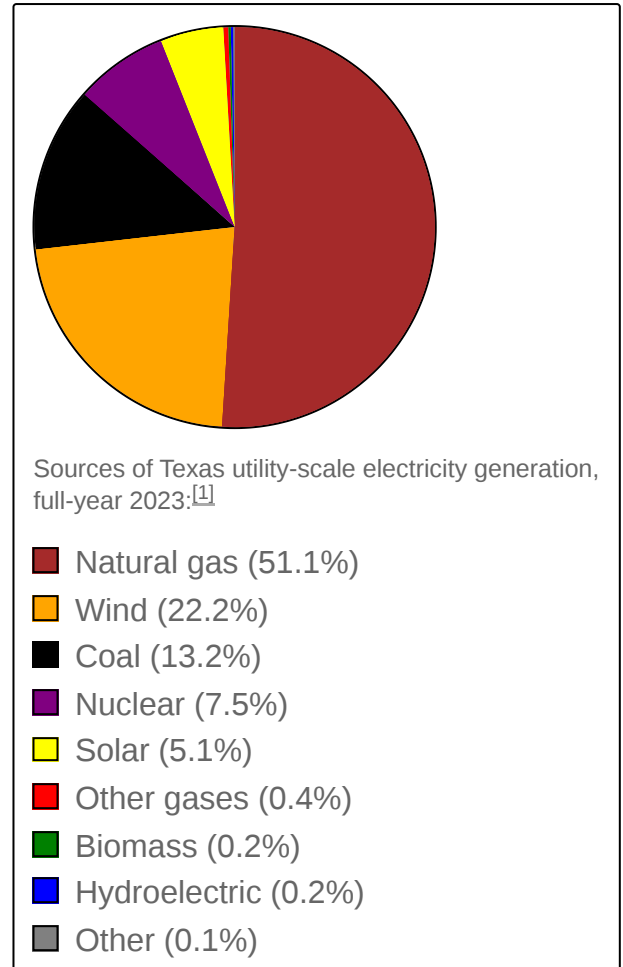


List of power stations in Texas

This is a list of electricity-generating **power stations in the U.S. state of Texas**, sorted by type and name. In 2022, Texas had a total summer capacity of 148,900 MW through all of its power plants, and a net generation of 525,562 GWh.^[2] In 2023, the electrical energy generation mix was 51.1% natural gas, 22.2% wind, 13.2% coal, 7.5% nuclear, 5.1% solar, 0.4% other gases, 0.2% biomass, 0.2% hydroelectric and 0.1% other sources. Small-scale photovoltaic installations generated an additional 4,337 GWh to the Texas electrical grid in 2023.^[1]

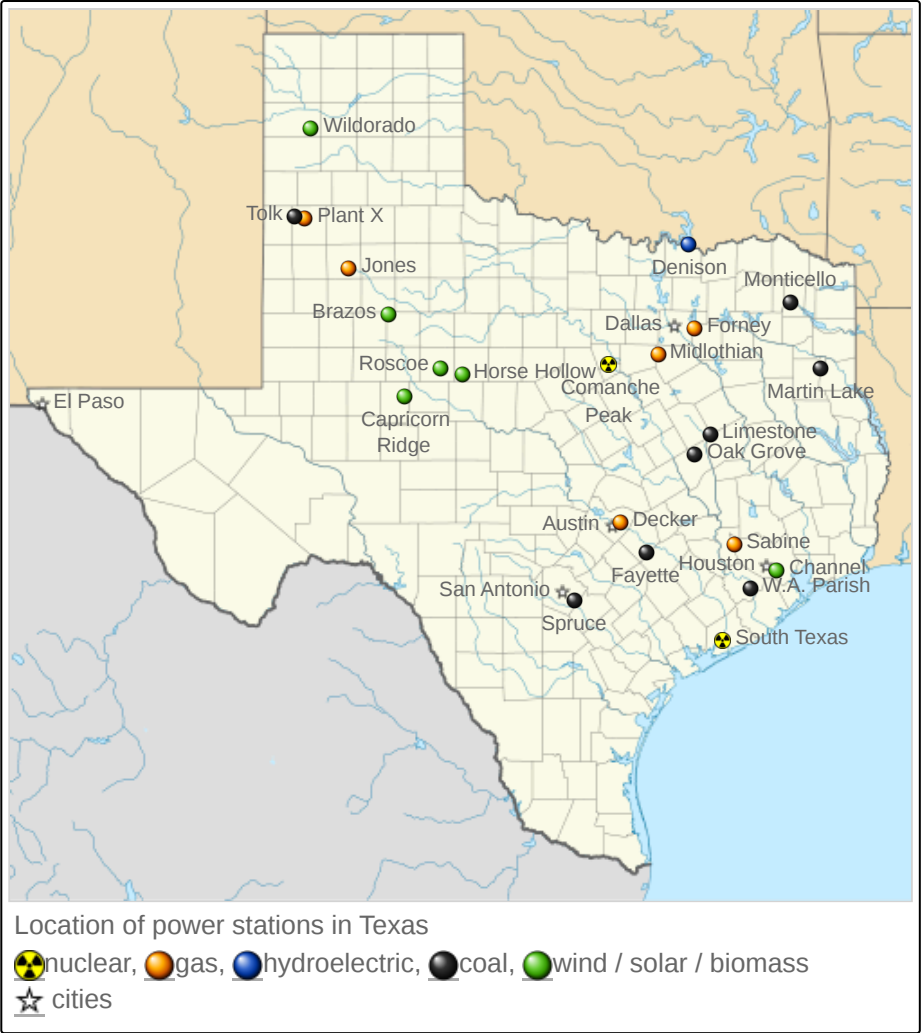
Texas produces and consumes far more electrical energy than any other U.S. state. It generates almost twice as much electricity as the next highest generating state, Florida. Texas has an expanding variety of generating sources to meet consumption growth. Installed wind capacity grew to 35,000 MW and solar capacity grew to 10,300 MW at the end of 2021.^[3] Wind generation exceeded nuclear in 2014, and was near to surpassing coal in the number two position in 2019.^[1] Fossil-fuel and nuclear generation has remained nearly constant over the past two decades, with natural gas gradually replacing coal.^{[1][4]}

Texas oil extraction operations in year 2019 included the flaring of 250 billion cubic feet of associated petroleum gas, with much of it concentrated in the Permian basin near Midland.^[5] This amount of wasted natural gas could have met all of the state's residential heating and cooking needs,^{[6][7]} or could have generated an amount of electrical energy nearly equal to the state's 40,000 GWh of nuclear generation.^{[8][9]}



Texas electricity generation by type, 2001-2024

Nuclear power stations



Name	Location	Coordinates	Capacity (MW)	Refs
<u>South Texas Project Electric Generating Station</u>	<u>Matagorda County</u>	<u>28.795556°N 96.048889°W</u>	2,500	
<u>Comanche Peak Nuclear Power Plant</u>	<u>Somervell County</u>	<u>32.298333°N 97.785°W</u>	2,208	

Fossil-fuel power stations

Data from the [U.S. Energy Information Administration](#) serves as a general reference.^[10]

Coal and lignite

A useful map^[11] of coal generation plants is provided by the [Sierra Club](#).

Name	Location	Coordinates	Capacity (MW)	Year opened	Scheduled retirement	Refs
Coleto Creek	Fannin	<u>28°42'46"N</u> <u>97°12'51"W</u>	622	1980	Scheduled to close by 2027	[12]
<u>Fayette</u>	La Grange, in Fayette County	<u>29°55'02"N</u> <u>97°14'58"W</u>	1,690	1979 (615MW) 1980 (615MW) 1988 (460MW)		[13]
Harrington	<u>Potter County</u>	<u>35°17'50"N</u> <u>101°44'51"W</u>	1,080	1976 (360MW) 1978 (360MW) 1980 (360MW)	Convert to natural gas by 2025	[14]
<u>J.K. Spruce</u>	Bexar County	<u>29°18'27"N</u> <u>98°19'25"W</u>	1,444	1992 (566MW) 2010 (878MW)		[12]
Limestone	<u>Jewett</u>	<u>31°25'27"N</u> <u>96°15'13"W</u>	1,850	1985 (893MW) 1986 (957MW)		[15]
Major Oak Power	<u>Robertson County</u>	<u>31°5'29"N</u> <u>96°41'34"W</u>	349	1990 (150MW) 1991 (150MW)		[16]
<u>Martin Lake</u>	<u>Rusk County</u>	<u>32°15'35"N</u> <u>94°34'13"W</u>	2,380	1977 (793MW) 1978 (793MW) 1979 (793MW)		[17][12]
<u>Oak Grove</u>	<u>Robertson County</u>	<u>31°10'48"N</u> <u>96°29'30"W</u>	1,796	2010 (917MW) 2011 (879MW)		[18]
Pirkey	Hallsville	<u>32°27'37"N</u> <u>94°29'11"W</u>	721	1985	Scheduled to close in 2023 ^[19]	[12]
San Miguel Lignite Powerplant	<u>Christine</u>	<u>28°42'15"N</u> <u>98°28'38"W</u>	391	1982		[20][21]
Sandy Creek	<u>Riesel</u>	<u>31°28'29"N</u> <u>96°57'23"W</u>	1,008	2013		[12]
Tolk	<u>Lamb County</u>	<u>34°11'05"N</u> <u>102°35'53"W</u>	1,136	1982 (568MW) 1985 (568MW)	Scheduled to close by 2032	[12]
<u>W. A. Parish</u> (units 5 to 8)	<u>Fort Bend County</u>	<u>29°28'34"N</u> <u>95°38'0"W</u>	2,736	1977 (734MW) 1978 (734MW) 1980 (614MW)		[12]

				1982 (654MW)		
<u>Welsh</u>	<u>Mount Pleasant</u>	<u>33°03'17"N</u> <u>94°50'24"W</u>	1,116	1977 (558MW) 1982 (558MW)	To cease using coal in 2028 ^[19]	^[12] ^[22]

Defunct

Name	Location	Coordinates	Capacity (MW)	Decommissioned	Refs
<u>Big Brown</u>	<u>Freestone County</u>	<u>31°49'14"N</u> <u>96°03'22"W</u>	1,186	2018	^[23]
<u>Gibbons Creek</u>	Grimes County	<u>30°37'9"N 96°4'54"W</u>	453	2018	^[12] ^[24]
<u>J.T. Deely</u>	Bexar County	<u>29°18'25"N</u> <u>98°19'12"W</u>	932	2018	^[12]
<u>Monticello</u>	<u>Titus County</u>	<u>33°05'28"N</u> <u>95°02'17"W</u>	1,980	2018	^[12]
<u>Oklaunion</u>	<u>Wilbarger County</u>	<u>34°4'57"N 99°10'34"W</u>	650	2020	^[12]
<u>Sandow</u>	Milam County	<u>30°33'51"N</u> <u>97°03'50"W</u>	1,252	2018	^[12] ^[25] ^[26]

Natural gas

Data from U.S. Energy Information Administration.^[10] Additional data sources:^[27]^[28]^[29]

Name	Location	Coordinates	Capacity (MW)	Generation type	Year opened	Refs
Arthur von Rosenberg	<u>Bexar County</u>	<u>29.2570°N</u> <u>98.3840°W</u>	518.0	2x1 combined cycle	2000	
Antelope Elk Energy Center	<u>Abernathy, Texas</u>	<u>33.8632°N</u> <u>101.8431°W</u>	738.0	Reciprocating engine (x18) simple cycle (x3)	2011 (157MW) 2016 (581MW)	
Barney M Davis	<u>Nueces County</u>	<u>27.6064°N</u> <u>97.3117°W</u>	938.0	Steam turbine 2x1 combined cycle	1974 (300MW) 2010 (638MW)	
Bastrop Energy Center	<u>Bastrop County</u>	<u>30.1458°N</u> <u>97.5500°W</u>	540.0	2x1 combined cycle	2002	[29]
Baytown Energy Center	<u>Chambers County</u>	<u>29.7731°N</u> <u>94.9019°W</u>	800.0	3x1 combined cycle	2002	
Bacliff	<u>Galveston County</u>	<u>29.4923°N</u> <u>94.9848°W</u>	324.0	Simple cycle (x6)	2018	
Bayou Cogen	<u>Harris County</u>	<u>29.6225°N</u> <u>95.0458°W</u>	300.0	Simple cycle (x4)	2014-2016	
Black Hawk	<u>Hutchinson County</u>	<u>35.6957°N</u> <u>101.3600°W</u>	225.0	Simple cycle	1991/2005	[28]
Bosque County Peaking	<u>Bosque County</u>	<u>27.6064°N</u> <u>97.3117°W</u>	758.0	3x2 combined cycle	2001/2010	
C R Wing Cogen	<u>Howard County</u>	<u>32.2732°N</u> <u>101.4224°W</u>	212.0	2x1 combined cycle	1987	
Cedar Bayou	<u>Chambers County</u>	<u>29.7500°N</u> <u>94.9256°W</u>	1,495.0	Steam turbine (x2)	1970/1972	
Cedar Bayou 4	<u>Chambers County</u>	<u>29.7516°N</u> <u>94.9231°W</u>	502.0	2x1 combined cycle	2009	
Channel Energy Center	<u>Pasadena</u>	<u>29.7189°N</u> <u>95.2319°W</u>	768.0	3x1 combined cycle	2002/2014	[30]
Channelview	<u>Harris County</u>	<u>29°50'08"N</u> <u>95°07'27"W</u>	830.0	4x1 combined cycle	2002	[31][29]
Colorado Bend Energy Center	Wharton, Tx	<u>29.2878°N</u> <u>96.0683°W</u>	484.0	2x1 combined cycle (x2)	2002/2008	[32][33][29]
Colorado Bend II	<u>Wharton County</u>	<u>29.2894°N</u> <u>96.0654°W</u>	1,140.0	2x1 combined cycle	2017	
Corpus Christi Energy Center	<u>Nueces County</u>	<u>30.2588°N</u> <u>93.7353°W</u>	469.0	2x1 combined cycle	2002	
Cottonwood Energy Center	<u>Newton County</u>	<u>30.2588°N</u> <u>93.7353°W</u>	1,180.0	1x1 combined cycle (x4)	2003	
Decker Creek Power	<u>Austin</u>	<u>30.3033°N</u> <u>97.6128°W</u>	928.0	Steam turbine (x2)	1975/1978 (724MW)	[27]

Station				simple cycle (x4)	2008 (204MW)	
DeCordova	<u>Hood County</u>	<u>32.4031°N</u> <u>97.7006°W</u>	282.0	Simple cycle (x4)	1990	[28]
Deer Park	<u>Harris County</u>	<u>29°42'55"N</u> <u>95°08'10"W</u>	830.0	5x1 combined cycle	2004/2014	[34][29]
Eastman Cogen Facility	<u>Harrison County</u>	<u>32.4481°N</u> <u>94.6903°W</u>	410.0	2x1 combined cycle	2001	
Ennis	<u>Ellis County</u>	<u>32.3200°N</u> <u>96.6750°W</u>	360.0	1x1 combined cycle	2002	[28]
ExxonMobil Baytown	<u>Harris County</u>	<u>29.7591°N</u> <u>95.0096°W</u>	454.0	Simple cycle (x9)	1977-2004	
ExxonMobil Beaumont	<u>Jefferson County</u>	<u>30.0636°N</u> <u>94.0753°W</u>	605.0	Steam turbine (x5) simple cycle (x4)	1966-1993 (138MW) 1993-2005 (467MW)	
Formosa Utility Venture	<u>Newton County</u>	<u>30.2588°N</u> <u>93.7353°W</u>	597.3	7x3 combined cycle	1994/2003	
Forney Energy Center	<u>Kaufman County</u>	<u>32°45'46"N</u> <u>96°29'00"W</u>	1,784.0	6x2 combined cycle	2003	[35]
Freeport Energy	<u>Brazoria County</u>	<u>28.9913°N</u> <u>95.4075°W</u>	516.0	Simple cycle 2x1 combined cycle (x2)	1978 (59MW) 1982-1984 (457MW)	
Freeport Energy Center	<u>Brazoria County</u>	<u>28.9888°N</u> <u>95.3954°W</u>	219.4	1x1 combined cycle	2007	
Freestone ^[36]	<u>Freestone County</u>	<u>31.8907°N</u> <u>96.1131°W</u>	951.0	2x1 combined cycle (x2)	2002	[28]
Galveston Power Station 4	<u>Galveston County</u>	<u>29.3782°N</u> <u>94.9219°W</u>	172.0	2x1 combined cycle	1986	
Graham	<u>Young County</u>	<u>33.1344°N</u> <u>98.6117°W</u>	624.0	Steam turbine (x2)	1960/1969	[27]
Green Power	<u>Galveston County</u>	<u>29.3781°N</u> <u>95.9327°W</u>	624.0	3x2 combined cycle	2003/2009	
Greens Bayou	<u>Harris County</u>	<u>29.8222°N</u> <u>95.2194°W</u>	330.0	Simple cycle (x6)	1976	
Gregory	<u>San Patricio County</u>	<u>27.8893°N</u> <u>97.2584°W</u>	550.0	2x1 combined cycle	2000	
Guadalupe	<u>Guadalupe County</u>	<u>29°37'32"N</u> <u>98°08'28"W</u>	1,000.0	2x1 combined cycle (x2)	2000	[37][29]
Hal C Weaver	<u>UT-Austin</u>	<u>30.2867°N</u> <u>97.7356°W</u>	146.8	1x1 combined cycle 1x3 combined cycle	2004 (72.6MW) 2010 (74.2MW)	
Handley	<u>Tarrant County</u>	<u>32.7283°N</u> <u>97.2192°W</u>	1,265.0	Steam turbine (x3)	1963/1977	[27]

Harrison County	<u>Harrison County</u>	<u>32.3958°N</u> <u>94.4367°W</u>	514.4	2x1 combined cycle	2002	
Hays Energy Project	<u>Hays County</u>	<u>29°46'50"N</u> <u>97°59'22"W</u>	1,100.0	Combined cycle (x4)	2004	[38][29]
Hidalgo Energy Center	<u>Hidalgo County</u>	<u>26.3417°N</u> <u>98.1758°W</u>	470.0	2x1 combined cycle	2000	
Houston Chemical Complex	<u>Harris County</u>	<u>29.7314°N</u> <u>95.0839°W</u>	263.0	3x1 combined cycle	1982/2005	
Ingleside Cogen	<u>San Patricio County</u>	<u>27.8828°N</u> <u>97.2428°W</u>	310.0	1x1 combined cycle	1999	
J Robert Massengale	<u>Lubbock County</u>	<u>33.6039°N</u> <u>101.8408°W</u>	74.0	2x1 combined cycle	1957/2000	
Jack County	<u>Wise County</u>	<u>31.8907°N</u> <u>96.1131°W</u>	1,240.0	2x1 combined cycle (x2)	2006/2011	[29]
Jack Fusco Energy Center Brazos Valley	<u>Fort Bend County</u>	<u>29.4731°N</u> <u>95.6244°W</u>	520.0	2x1 combined cycle	2003	[29]
Johnson County	<u>Johnson County</u>	<u>32.3994°N</u> <u>97.4078°W</u>	267.0	1x1 combined cycle	1996	
Jones Generating Station	<u>Lubbock County</u>	<u>33°31'27.5"N</u> <u>101°44'23"W</u>	820.0	Steam turbine (x2) simple cycle (x2)	1971/1974 (486MW) 2011/2013 (334MW)	[39]
Knox Lee Power Station	<u>Gregg County</u>	<u>32.3770976°N</u> <u>94.6413185°W</u>	501.0	Steam turbine (x3)	1950/1952/1974	[40]
Lake Hubbard	<u>Dallas County</u>	<u>32.8358°N</u> <u>96.5458°W</u>	915.0	Steam turbine (x2)	1970/1973	[27]
Lamar Power Project	<u>Lamar County</u>	<u>33.6308°N</u> <u>95.5900°W</u>	1,036.0	2x1 combined cycle (x2)	2000	
Lewis Creek	<u>Montgomery County</u>	<u>30.4356°N</u> <u>95.5210°W</u>	503.0	Steam turbine (x2)	1970/1971	
<u>Lost Pines 1</u>	<u>Bastrop County</u>	<u>30.1478°N</u> <u>97.2714°W</u>	511.0	2x1 combined cycle	2001	[41]
Magic Valley	<u>Hidalgo County</u>	<u>26.3403°N</u> <u>98.1900°W</u>	682.0	2x1 combined cycle	2002	
Midlothian	<u>Ellis County</u>	<u>32°25'48"N</u> <u>97°03'18"W</u>	1,734.0	Combined cycle (x6)	2000/2001	[28][42]
Montana Station	<u>El Paso County</u>	<u>31.8239°N</u> <u>106.2119°W</u>	352.0	Simple cycle (x4)	2015/2016	
Morgan Creek	<u>Mitchell County</u>	<u>32.3358°N</u> <u>100.9156°W</u>	402.0	Simple cycle (x6)	1988	
Mountain Creek	<u>Dallas County</u>	<u>32.7231°N</u> <u>96.9358°W</u>	808.0	Steam turbine (x3)	1956/1958/1967	[27]

Mustang	Yoakum County	<u>32.9728°N</u> <u>102.7417°W</u>	913.0	2x1 combined cycle simple cycle (x3)	1999/2000 (463MW) 2006-2013 (450MW)	[28]
Newman	<u>El Paso County</u>	<u>31.9836°N</u> <u>106.4318°W</u>	550.0	2x1 combined cycle (x2)	1975/2011	
Nichols	<u>Potter County</u>	<u>35.2825°N</u> <u>101.7468°W</u>	457.0	Steam turbine (x3)	1960/1962/1968	[28][43]
Nueces Bay	<u>Nueces County</u>	<u>27.8194°N</u> <u>97.4192°W</u>	638.0	2x1 combined cycle	1972/2010	
Odessa Ector	<u>Ector County</u>	<u>31°50'16"N</u> <u>102°19'40"W</u>	1,135.0	2x1 combined cycle (x2)	2001	[28][44]
Optim Energy Altura	<u>Harris County</u>	<u>29.8161°N</u> <u>95.1077°W</u>	540.0	6x1 combined cycle	1986	
<u>O W Sommers</u>	<u>Bexar County</u>	<u>29.3081°N</u> <u>98.3242°W</u>	830.0	Steam turbine (x2)	1972/1974	
Oyster Creek	<u>Brazoria County</u>	<u>28.9802°N</u> <u>95.3420°W</u>	425.0	3x1 combined cycle	1994	
Paris Energy Center	<u>Lamar County</u>	<u>27.8893°N</u> <u>97.2584°W</u>	236.0	2x1 combined cycle	1989	
Pasadena Cogen	<u>Harris County</u>	<u>29.7247°N</u> <u>95.1765°W</u>	720.0	1x1 combined cycle 2x1 combined cycle	1998 (225MW) 2000 (495MW)	
Permian Basin	<u>Ward County</u>	<u>31.5839°N</u> <u>102.9633°W</u>	321.0	Simple cycle (x5)	1988/1990	
<u>Plant X</u>	<u>Lamb County</u>	<u>34°09'57"N</u> <u>102°24'38"W</u>	442.0	Steam turbine (x4)	1952-1964	
Port Arthur Air Products	<u>Jefferson County</u>	<u>29.8665°N</u> <u>93.9651°W</u>	138.4	Simple cycle (x3)	2006-2012	
Port Arthur Refinery	<u>Jefferson County</u>	<u>29.8885°N</u> <u>93.9510°W</u>	550.0	5x3 combined cycle	1957-2011	
Quail Run Energy Center	<u>Ector County</u>	<u>31.8414°N</u> <u>102.3150°W</u>	472.0	2x1 combined cycle (x2)	2002/2007	
R W Miller	<u>Palo Pinto County</u>	<u>32.6581°N</u> <u>98.3103°W</u>	574.0	Steam turbine (x3) simple cycle (x2)	1968-1975 (366MW) 1994 (208MW)	
Ray Olinger	<u>Collin County</u>	<u>33.0681°N</u> <u>96.4525°W</u>	320.0	Steam turbine (x3)	1967/1971/1976	
Rio Nogales	<u>Seguin, Texas</u>	<u>29°35'36"N</u> <u>97°58'25"W</u>	800.0	3x1 combined cycle	2002	[29]
Roland C. Dansby	<u>Brazos County</u>	<u>30.7217°N</u> <u>96.4608°W</u>	204.2	Steam turbine simple cycle (x2)	1978 (110MW) 2004/2010 (94.2MW)	[45]
Sabine / Sabine River Works	<u>Orange County</u>	<u>30°01'27"N</u> <u>93°52'30"W</u>	2,124.0	Steam turbine (x4) 1x1 combined cycle	1962-1979 (1,530MW) 1987 (87MW) 2001 (507MW)	[27][46]

				2x1 combined cycle (x2)		
Sam Bertron	Harris County	<u>29°43'35"N</u> <u>95°03'33"W</u>	875			[27]
Sam Rayburn	Victoria County	<u>28.8947°N</u> <u>97.1350°W</u>	205.0	Simple cycle (x2) 3x1 combined cycle	1963 (21MW) 2003 (184MW)	[29]
San Jacinto	Harris County	<u>29.6948°N</u> <u>95.0406°W</u>	162.0	Simple cycle (x2)	1995	
Sherman	Grayson County	<u>33.5779°N</u> <u>96.6151°W</u>	758.0	2x1 combined cycle	2014	[47][48]
Sim Gideon	Bastrop County	<u>30.1456°N</u> <u>97.2708°W</u>	608.0	Steam turbine (x3)	1965/1968/1972	[49]
Sand Hill Energy Center	Travis County	<u>30.209°N</u> <u>97.613°W</u>	596.0	Simple cycle (x6) 1x1 combined cycle	2001/2010 (284MW) 2004 (312MW)	[29]
Stryker Creek	Cherokee County	<u>31.9398°N</u> <u>94.9898°W</u>	669.0	Steam turbine (x2)	1958/1965	
Sweeny Cogen	Brazoria County	<u>29.0728°N</u> <u>95.7450°W</u>	436.0	Simple cycle (x4)	1997/2000	
T H Wharton	Harris County	<u>29.9417°N</u> <u>95.5306°W</u>	1,025.0	Simple cycle x4x1 combined cycle (x2)	1967/1975 (361MW) 1972/1974 (664MW)	
Tenaska Frontier Generation Station	Grimes County	<u>30.5924°N</u> <u>95.9178°W</u>	860.0	3x1 combined cycle	2000	
Tenaska Gateway Generation Station ^[50]	Rusk County	<u>32.0184097°N</u> <u>94.6192779°W</u>	845.0	3x1 combined cycle	2001	[51]
Temple 1&2	Bell County	<u>31.0568°N</u> <u>97.3160°W</u>	1,500.0	2x1 combined cycle (x2)	2014/2015	[52][53][54][55]
Texas City Cogen	Galveston County	<u>29.3787°N</u> <u>94.9439°W</u>	451.0	3x1 combined cycle	1987	
Thomas C. Ferguson	Llano County	<u>30°33'27"N</u> <u>98°22'20"W</u>	516.0	2x1 combined cycle	2014	[56]
V H Braunig	Bexar County	<u>29.2567°N</u> <u>98.3825°W</u>	1,050.0	Steam turbine (x3) simple cycle (x4)	1966-1973 (859MW) 2010 (191MW)	
Victoria	Victoria County	<u>28.7883°N</u> <u>97.0100°W</u>	300.0	1x1 combined cycle	1963/2009	
W. A. Parish	Fort Bend County	<u>29°28'34"N</u> <u>95°38'0"W</u>	1,043.0	Steam turbine (x4) simple cycle (x2)	1958-1968 (956MW) 1967/2013 (87MW)	
Wilkes	Marion County	<u>32°50'53"N</u> <u>94°32'52"W</u>	879.0	Steam turbine (x3)	1964/1970/1971	

Winchester Power Park	Fayette County	<u>30.0381°N 96.9875°W﻿</u>	176.0	Simple cycle (x4)	2010	[57]
Wise County	<u>Wise County</u>	<u>33.0583°N 97.9103°W﻿</u>	670.0	2x1 combined cycle	2004	
Wolf Hollow 1	Hood County	<u>32°20′05″N 97°44′04″W﻿</u>	750.0	2x1 combined cycle (x2)	2003	[28][58]
Wolf Hollow 2	Hood County	<u>32.340666°N 97.733998°W﻿</u>	1200.0	2x1 combined cycle (x2)	2017	[28][59]

Defunct

Name	Location	Coordinates	Capacity (MW)	Decommissioned	Refs
Eagle Mountain	Tarrant County	<u>32.9056°N 97.4792°W﻿</u>	696	2005	[27][60]
Paint Creek	Haskell County	<u>33°04′46″N 99°34′51″W﻿</u>	218	2002	[61]
P.H. Robinson	Galveston County	<u>29°29′15″N 94°58′46″W﻿</u>	2,316	2009	[62]

Renewable power stations

Data from the U.S. Energy Information Administration serves as a general reference.^[10]

Biomass

Name	Location	Coordinates	Capacity (MW)	Refs
Nacogdoches Generating Facility	<u>Nacogdoches County</u>	<u>31.8321°N 94.9006°W﻿</u>	100	[63]
Rio Grande Valley Sugar Growers	<u>Santa Rosa</u>	<u>26°16′11″N 97°52′0″W﻿</u>	23.5	[64]
Snider Industries	<u>Marshall</u>	<u>32°34′45″N 94°22′27″W﻿</u>	5	[64]
Texarkana Mill	<u>Cass County</u>	<u>33°15′27″N 94°04′17″W﻿</u>	65	[65]
Woodville Renewable Power	<u>Woodville</u>	<u>30°44′56″N 94°26′10″W﻿</u>	49	[64]

Defunct

Name	Location	Coordinates	Capacity (MW)	Decommissioned	Refs
Aspen Biomass Power Plant	<u>Lufkin</u>	<u>31°22′9″N 94°44′22″W﻿</u>	44	2016	[66]

Hydroelectric dams

Name	Location	Type	Capacity (MW)	Operator	Year opened	Refs
<u>Amistad Dam</u>	<u>Val Verde County, Texas</u>	Hydro	132	<u>International Boundary and Water Commission</u>	1969	[67]
<u>Buchanan Dam</u>	<u>Colorado River (Texas)</u>	Hydro	48	<u>Lower Colorado River Authority</u>	1937	[68]
<u>Denison Dam</u>	<u>Bryan County, Oklahoma / Grayson County, Texas</u>	Hydro	80	<u>United States Army Corps of Engineers</u>	1945	[68]
<u>Falcon Dam</u>	<u>Rio Grande</u>	Hydro	63	<u>International Boundary and Water Commission</u>	1954	[69]
<u>Inks Dam</u>	<u>Colorado River (Texas)</u>	Hydro	15	<u>Lower Colorado River Authority</u>	1938	[70]
<u>Mansfield Dam</u>	<u>Colorado River (Texas)</u>	Hydro	102	<u>Lower Colorado River Authority</u>	1941	[71]
<u>R.C. Thomas Hydroelectric Project</u>	<u>Trinity River (Texas)</u>	Hydro	24	<u>East Texas Electrical Cooperative</u>	2020	[72]
<u>Sam Rayburn Dam</u>	<u>Angelina River</u>	Hydro	52	<u>United States Army Corps of Engineers</u>	1966	[73]
<u>Max Starcke Dam</u>	<u>Colorado River (Texas)</u>	Hydro	41	<u>Lower Colorado River Authority</u>	1951	[74]
<u>Toledo Bend Dam</u>	<u>Sabine River (Texas–Louisiana)</u>	Hydro	92	<u>Sabine River Authority of Texas</u>	1969	[75]
<u>Tom Miller Dam</u>	<u>Colorado River (Texas)</u>	Hydro	17	<u>Lower Colorado River Authority</u>	1940	[76]
<u>Whitney Dam</u>	<u>Bosque and Hill counties, Texas</u>	Hydro	43	<u>United States Army Corps of Engineers</u>	1951	[77][78]
<u>Wirtz Dam</u>	<u>Llano and Burnet counties, Texas</u>	Hydro	60	<u>Lower Colorado River Authority</u>	1951	[79]

Wind farms

The following list emphasizes operating wind farms in Texas that are 100 MW or larger.

Name	Location	Coordinates	Capacity (MW)	Turbine manufacturer	Year opened	Refs
Amazon Wind Farm Texas	Scurry	32°51'50"N 100°58'30"W	253	GE Energy	2017	[80]
Anacacho Wind Farm (https://en.openei.org/wiki/Anacacho_Wind_Farm)	Kinney	29°11'41"N 100°11'16"W	100	Vestas	2012	
Azure Sky Wind Project			350.2		2024	[81]
Bearkat Wind Farm	Glasscock	31°43'38"N 101°34'55"W	196.7	Vestas	2017	
Bethel Wind Farm	Castro	34°34'29"N 102°28'10"W	276	GE Energy	2017	
Blue Cloud Wind Farm	Bailey , Lamb	34°04'17"N 102°36'08"W	148.4	Vestas	2018	[82]
Buffalo Gap Wind Farm	Nolan , Taylor	32°18'38"N 100°08'57"W	523.3	Mitsubishi	2008	
Brazos Wind Farm	Scurry	32°57'00"N 101°08'49"W	160	Vestas	2003	[83]
Breunings Breeze Wind Farm	Willacy	26°27'49"N 97°49'47"W	228	Acciona	2018	[84]
Bull Creek Wind Farm	Borden	32°55'47"N 101°35'03"W	180	Mitsubishi	2008	
Cactus Flats Hill Wind Farm	Concho	31°19'59"N 98°52'48"W	148.4	Vestas	2018	[85]
Camp Springs Energy Center	Scurry	32°43'56"N 100°48'28"W	250.5	GE Energy	2008	[83]
Canyon Wind Farm			308.8		2024	[81]
Capricorn Ridge Wind Farm	Coke , Sterling	31°54'11"N 100°54'04"W	662.5	GE Energy/Siemens	2008	
Chapman Ranch Wind Farm	Nueces	27°37'23"N 97°31'46"W	236	Acciona	2017	
Cedro Hill Wind Farm	Webb	27°34'35"N 98°54'18"W	150	GE Energy	2010	[86]
Colbeck's Corner Wind Farm	Carson, Gray	35°15'15"N 101°11'12"W	200	GE Energy	2016	
Desert Sky Wind Farm	Pecos	30°54'57"N 102°6'29"W	160.5	GE Energy	2001	[83]
Elbow Creek Wind Project	Howard	32°12'57"N 101°25'51"W	121.9	Siemens	2008	[83]
Electra Wind Farm	Wilbarger	34°08'48"N 99°29'39"W	230	GE Energy	2016	[87]

Falvez Astra Wind Farm	<u>Randall</u>	<u>34°46'36"N</u> <u>102°03'48"W</u>	163.2	GE Energy	2017	[88]
Flat Top Wind Farm	<u>Mills</u>	<u>31°40'32"N</u> <u>98°31'04"W</u>	200	Vestas	2018	[89]
Goat Mountain Wind Ranch (http://www.cielowind.com/projects/goat-mountain-wind-ranch)	Coke, Sterling	<u>31°57'5"N</u> <u>100°47'55"W</u>	149.6	Mitsubishi	2009	[83]
Goldthwaite Wind Farm	<u>Mills</u>	<u>31°24'28"N</u> <u>98°28'47"W</u>	148.6	GE Energy	2014	[90]
Goodnight Wind Farm			265.5		2024	[81]
Grandview Wind Farm	Carson	<u>35°20'44"N</u> <u>101°22'50"W</u>	211	GE Energy	2014	[91]
Green Pastures Wind Farm (I & II)	<u>Baylor, Knox</u>	<u>33°37'42"N</u> <u>99°24'40"W</u>	300	<u>Acciona</u>	2015	[92]
Gulf Wind Farm	<u>Kenedy</u>	<u>27°05'16"N</u> <u>97°35'22"W</u>	283	Mitsubishi	2009	[93]
Hackberry Wind Project	Shackelford	<u>32°49'27"N</u> <u>99°16'42"W</u>	165	Siemens	2008	
Hale Wind Farm	<u>Hale</u>	<u>33°55'40"N</u> <u>101°44'32"W</u>	478	Vestas	2019	[94]
Hereford Wind Farm	<u>Deaf Smith</u>	<u>34°49'05"N</u> <u>102°24'34"W</u>	200	GE Energy/Vestas	2014	[95]
Hidalgo Wind Farm	<u>Hidalgo</u>	<u>26°27'56"N</u> <u>98°24'40"W</u>	250	Vestas	2016	[96]
Horse Creek Wind Farm	<u>Haskell</u>	<u>33°09'36"N</u> <u>99°45'00"W</u>	230	GE Energy	2016	[97]
Horse Hollow Wind Energy Center	Nolan, Taylor	<u>32°11'24"N</u> <u>100°01'48"W</u>	735.5	GE Energy/Siemens	2006	
Javelina Wind Energy Center	<u>Webb, Duval</u>	<u>27°26'24"N</u> <u>98°54'36"W</u>	748.7	GE Energy	2018	[98]
Jumbo Road Wind	Castro	<u>34°49'05"N</u> <u>102°24'35"W</u>	300	GE Energy	2015	[99]
Karankawa	<u>Patricio/Bee</u>	<u>28°09'14"N</u> <u>97°46'12"W</u>	307	<u>GE Energy</u>	2020	[100]
Keechi Wind Project	<u>Jack</u>	<u>31°31'1"N</u> <u>95°57'12"W</u>	110	Vestas	2015	
King Mountain Wind Farm	<u>Upton</u>	<u>31°14'16"N</u> <u>102°14'16"W</u>	278.2	Bonus/GE Energy	2001	
Langford Wind Farm	Tom Green, Schleicher, Irion	<u>31°06'15"N</u> <u>100°39'39"W</u>	150	GE Energy	2009	
Live Oak Wind Farm	<u>Schleicher</u>	<u>30°53'56"N</u> <u>100°36'37"W</u>	199.5	<u>Gamesa</u>	2018	[101]

Logan's Gap Wind Farm	<u>Comanche</u>	<u>31°49'21"N</u> <u>98°41'26"W</u>	200	Siemens	2015	[102]
Lone Star Wind Farm	<u>Shackelford, Callahan</u>	<u>32°16'22"N</u> <u>99°27'22"W</u>	400	<u>Gamesa</u>	2008	
Los Vientos Wind Farm	<u>Starr, Willacy</u>	<u>26°22'00"N</u> <u>98°49'00"W</u>	912	Mitsubishi/Siemens/Vestas	2016	[103]
Magic Valley Wind Farm	<u>Willacy</u>	<u>26°24'57"N</u> <u>97°33'56"W</u>	203	Vestas	2012	[104]
Majestic Wind Farm	<u>Carson</u>	<u>35°22'50"N</u> <u>101°31'41"W</u>	161.1	Vestas	2012	[105]
Mariah North Wind Farm	<u>Parmer</u>	<u>34°31'49"N</u> <u>102°55'28"W</u>	230.4	GE Energy	2016	[106]
McAdoo Wind Farm	<u>Dickens</u>	<u>33°45'06"N</u> <u>100°58'09"W</u>	150	GE Energy	2008	
Mesquite Creek Wind	<u>Borden, Dawson</u>	<u>32°42'00"N</u> <u>101°44'28"W</u>	211	GE Energy	2015	[107]
Miami Wind Energy Center	<u>Roberts, Hemphill, Gray, Wheeler</u>	<u>35°39'14"N</u> <u>100°32'19"W</u>	289	GE Energy	2014	[108]
Notrees Windpower	<u>Ector, Winkler</u>	<u>31°59'48"N</u> <u>102°50'22"W</u>	150	Vestas/GE Energy	2009	
Palo Duro Wind Energy Center	<u>Hansford, Ochiltree</u>	<u>36°24'51"N</u> <u>101°02'00"W</u>	250	GE Energy	2014	[109]
Panhandle Wind Farm (I & II)	<u>Carson</u>	<u>35°25'39"N</u> <u>101°15'11"W</u>	400	GE/Siemens	2014	
Panther Creek Wind Farm	<u>Big Spring</u>	<u>31°59'00"N</u> <u>101°7'00"W</u>	457.5	GE Energy	2009	
Papalote Creek Wind Farm	<u>San Patricio</u>	<u>27°58'48"N</u> <u>97°23'28"W</u>	380	Siemens/Vestas	2010	[110]
Patriot Wind Farm	<u>Nueces</u>	<u>27°35'34"N</u> <u>97°38'53"W</u>	226	Vestas	2019	[94]
Peñascal Wind Power Project	<u>Kenedy</u>	<u>27°6'44"N</u> <u>97°32'26"W</u>	605.2	Mitsubishi, Gamesa	2010	[83][111]
Prairie Hill Wind Project	<u>Limestone, McLennan</u>	<u>31°34'04"N</u> <u>96°48'45"W</u>	300	<u>Nordex</u>	2020	
Rattlesnake Wind Energy Center	<u>Glasscock</u>	<u>31°46'33"N</u> <u>101°44'27"W</u>	207	GE Energy	2015	[112]
Rattlesnake Wind Farm	<u>McCulloch</u>	<u>31°15'08"N</u> <u>99°31'35"W</u>	160	<u>Goldwind</u>	2018	[113]
Roadrunner Wind Farm			256		2024	[81]
Rocksprings Wind Farm	<u>Val Verde</u>	<u>29°46'16"N</u> <u>100°46'31"W</u>	180	GE Energy	2017	[114]

<u>Roscoe Wind Farm</u>	<u>Roscoe</u>	<u>32°15'52"N</u> <u>100°20'39"W</u>	781.5	GE Energy/Siemens/Mitsubishi	2009	
<u>Route 66 Wind Farm</u>	<u>Carson, Armstrong</u>	<u>34°56'14"N</u> <u>101°26'02"W</u>	150	Vestas	2015	[115]
<u>Salt Fork Wind Farm</u>	<u>Donley, Gray</u>	<u>35°11'18"N</u> <u>100°51'14"W</u>	174	Vestas	2016	[116]
<u>Santa Rita Wind Energy</u>	<u>Reagan</u>	<u>31°10'53"N</u> <u>101°19'08"W</u>	300	GE Energy	2018	[117]
<u>Shannon Wind</u>	<u>Clay</u>	<u>33°30'13"N</u> <u>98°22'25"W</u>	204	GE Energy	2015	[118]
<u>Sherbino Wind Farm</u>	<u>Pecos</u>	<u>30°48'40"N</u> <u>102°21'43"W</u>	300	Vestas	2011	[119]
<u>South Plains Wind Farm</u>	<u>Floyd</u>	<u>34°11'07"N</u> <u>101°22'18"W</u>	500.3	Vestas	2016	[120][121]
<u>Spinning Spur Wind Ranch</u>	<u>Oldham, Potter</u>	<u>35°13'37"N</u> <u>102°12'45"W</u>	516	GE Energy/Siemens/Vestas	2015	[122]
<u>Stella Wind Farm</u>	<u>Kenedy</u>	<u>26°56'21"N</u> <u>97°41'25"W</u>	201	Acciona	2018	[123]
<u>Stephens Ranch Wind Farm (I & II)</u>	<u>Borden, Lynn</u>	<u>32°55'35"N</u> <u>101°38'52"W</u>	376	GE Energy	2015	[124]
<u>Sweetwater Wind Farm</u>	<u>Nolan</u>	<u>32°21'33"N</u> <u>100°21'20"W</u>	585.3	GE Energy/Siemens/Mitsubishi	2007	
<u>Tahoka Wind Farm</u>	<u>Lynn</u>	<u>33°09'03"N</u> <u>100°40'45"W</u>	300	GE Energy	2018	[125]
<u>Trent Wind Farm</u>	<u>Nolan</u>	<u>32°25'19"N</u> <u>100°12'44"W</u>	150	GE Energy	2001	
<u>Trinity Hills Wind Farm</u>	<u>Archer, Young</u>	<u>33°23'14"N</u> <u>98°39'11"W</u>	225	<u>Clipper</u>	2012	[126]
<u>Turkey Track Energy Center</u>	<u>Nolan, Coke, Runnels</u>	<u>32°11'05"N</u> <u>100°16'20"W</u>	170	GE Energy	2008	
<u>Wake Wind Farm</u>	<u>Crosby</u>	<u>33°50'24"N</u> <u>101°06'11"W</u>	257.2	GE Energy	2016	
<u>Wildorado Wind Ranch</u>	<u>Oldham, Potter, Randall</u>	<u>35°17'31"N</u> <u>102°18'11"W</u>	161	Siemens	2007	[83]
<u>Willow Springs</u>	<u>Haskell</u>	<u>33°20'35"N</u> <u>99°38'30"W</u>	250	GE Energy	2017	[127]
<u>Woodward Mountain Wind Ranch</u>	<u>Pecos</u>	<u>30°57'16"N</u> <u>102°25'22"W</u>	159	Vestas	2001	

Solar farms

The following list emphasizes operating solar photovoltaic farms in Texas that are 20 MW or larger.

Name	Location	Coordinates	Capacity (MW _{AC})	Year Completed	Refs
Emerald Grove Solar	Crane County	31.096018650353134, -102.34498206137978	108	2022	
Brightside Solar	Live Oak County	28.453379402854512, -97.97791830349912	50	2022	
Lumina Solar Project I & II			641	2024	[81]
Hecate Energy Frye Solar			500	2024	[81]
Roadrunner 1 & 2	Upton County	<u>31.2194°N 102.1922°W</u>	497	2019/2020	[128]
Orion I+III Solar			450	2024	[81]
Permian	<u>Andrews County</u>		420	2019	+40MW battery ^[129] [130]
Waco Solar			400	2024	[81]
Five Wells Solar Center			355.4	2023	+259 MW battery
Phoebe	<u>Winkler County</u>	<u>31.8434°N 102.8683°W</u>	250	2019	[131]
Sparta Solar			250	2024	[81]
Hopkins Energy			250	2024	[81]
Rambler Solar	<u>Tom Green County</u>	<u>31.5170°N 100.6000°W</u>	200	2020	[132]
Holstein Solar	<u>Nolan County</u>	<u>32.1041°N 100.1624°W</u>	200	2020	[133]
Texas Solar Nova 2			200	2024	[81]
Cutlass Solar II			200	2024	[81]
AP Sunray			200	2024	[81]
Tres Bahias			196.3	2024	[81]
Oberon	<u>Ector County</u>	<u>31.7033°N 102.7012°W</u>	180	2020	[134]
Upton Solar 2	<u>Upton County</u>	<u>31.2418°N 102.2903°W</u>	180	2018	[135][136]
Midway Solar	<u>Pecos County</u>	<u>30.9910°N 102.2214°W</u>	178	2019	[137]
Zier Solar			160	2024	[81]
Roserock Solar	Pecos County	<u>30.9602°N 103.3067°W</u>	157	2016	[138]
Buckthorn Solar 1	Pecos County	<u>30.5755°N 102.5513°W</u>	154	2018	[139]
East Pecos Solar	Pecos County	<u>31.0009°N 102.2817°W</u>	120	2017	[140]

Castle Gap Solar	Upton County	31.2550°N 102.2720°W	116	2017	[141]
Alamo 6	Pecos County	30.9931°N 102.2708°W	110	2017	[142]
Alamo 7	Haskell County	33.0068°N 99.6044°W	106	2016	[143]
Lamesa Solar	Dawson County	32.7156°N 101.9265°W	102	2017	[144]
Lapetus	Andrews County	32.4601°N 102.6728°W	100	2019	[145]
BPL Crown Solar			100	2024	[81]
BPL Sol Solar			100	2024	[81]
Alamo 5	Uvalde	29.2167°N 99.7161°W	95	2016	[146]
Pearl Solar	Pecos County	30.9878°N 102.2683°W	50	2017	[147]
SolaireHolman Solar	Brewster County	30.4551°N 103.4747°W	50	2017	[148]
Ivory	Dawson County	32.7156°N 101.9265°W	50	2018	[149]
Alamo 1	San Antonio	29.2717°N 98.4447°W	41	2013	[150]
Alamo 4	Brackettville	29.3289°N 100.3839°W	39.6	2014	[151]
Webberville Solar Farm	Webberville	30.2383°N 97.5086°W	30	2011	[152]

Utility companies

- [Vistra Energy \(http://vistraenergy.com/\)](http://vistraenergy.com/) (formerly [Energy Future Holdings](#)) (includes [Luminant](#) and [TXU](#))
- [Oncor Electric Delivery \(https://www.oncor.com/EN/Pages/default.html\)](https://www.oncor.com/EN/Pages/default.html)
- [NRG Energy](#) includes [Reliant Energy](#), [Green Mountain Energy](#)
- [CenterPoint](#)
- [AEP](#) (American Electric Power)
- [Austin Energy](#)*
- [Calpine](#)
- [CPS Energy](#)*
- [El Paso Electric](#)
- [Entergy, Texas](#) (Formerly [Gulf States Utilities](#)) Is a separate subsidiary of [Entergy Corporation](#)
- [Lubbock Power and Light](#)*
- [Lower Colorado River Authority](#)*
- [Luminant](#)
- [Panda Energy International](#)
- [Quanta Services](#)

- [Pedernales Electric Cooperative](#)^{[153][154][155]}
- [Bailey County Electric Cooperative](https://www.bceCooperative.com/)^{[153][154][155]}
- [Bandera Electric Cooperative](https://banderaelectric.com/)^{[153][155]}
- [Bartlett Electric Cooperative](https://www.bartlettco.coop/)^{[153][155]}
- [Big Country Electric Cooperative](https://www.bigcountry.coop/)^{[153][154][155]}
- [Bluebonnet Electric Cooperative](https://www.bluebonnetelectric.coop/)^{[153][155]}
- [Bowie-Cass Electric Cooperative](https://www.bcec.com/)^{[153][155]}
- [Brazos Electric Cooperative](http://www.brazoselectric.com/)^{[153][155]}
- [Bryan Texas Utilities \(BTU\)](https://www.btutilities.com/)^[153]
- [Central Texas Electric Cooperative](https://www.ctec.coop/)^{[153][154][155]}
- [Cherokee County Electric Cooperative Association](http://www.cceca.net/)^{[153][155]}
- [Coleman County Electric Cooperative](https://www.colemanelectric.org/)^{[153][154][155]}
- [Comanche Electric Cooperative Association](https://www.ceca.coop/)^{[153][154][155]}
- [Concho Valley Electric Cooperative](https://www.cvec.coop/)^{[153][154][155]}
- [Cooke County Electric Cooperative Association](http://www.cceca.com/)^{[153][154]}
- [CoServ Electric](https://www.coserv.com/)^{[153][155]}
- [Deaf Smith Electric Cooperative](http://www.dsec.org/)^{[153][154][155]}
- [Deep East Texas Electric Cooperative](http://www.deepeast.com/)^{[153][154][155]}
- [East Texas Electric Cooperative](https://www.etc.coop/)^{[153][155]}
- [Fannin County Electric Cooperative](https://www.fcec.coop/)^{[153][154][155]}
- [Farmers Electric Cooperative](https://www.farmerselectric.coop/)^{[153][155]}
- [Fayette Electric Cooperative](https://www.fayette.coop/)^{[153][154][155]}
- [Federated Rural Electric Insurance Exchange](https://www.federatedrural.com/)^[153]
- [Fort Belknap Electric Cooperative](http://www.fortbelknapco.com/)^{[153][154][155]}
- [Golden Spread Electric Cooperative](https://www.gsec.coop/)^{[153][154][155]}
- [Grayson-Collin Electric Cooperative](https://www.grayson-collin.coop/)^{[153][154][155]}
- [Greenbelt Electric Cooperative](http://www.greenbelteletric.coop/)^{[153][154][155]}
- [Guadalupe Valley Electric Cooperative](https://www.gvec.org/)^{[153][155]}
- [Hamilton County Electric Cooperative Association](https://www.hamiltonelectric.coop/)^{[153][155]}
- [Harmon Electric](http://www.harmonelectric.com/)^[153]
- [Heart of Texas Electric Cooperative](https://www.hotec.coop/)^{[153][154][155]}
- [HILCO Electric Cooperative](https://www.hilco.coop/)^{[153][154][155]}
- [Houston County Electric Cooperative](https://www.houstoncountyelec.com/)^{[153][154][155]}
- [J-A-C Electric Cooperative](https://www.jacelectric.com/)^{[153][154][155]}
- [Jackson Electric Cooperative](https://www.jecec.com/)^{[153][154][155]}
- [Jasper-Newton Electric Cooperative](https://www.jnec.com/)^{[153][154][155]}
- [Karnes Electric Cooperative](https://www.karnesec.org/)^{[153][154][155]}
- [Lamar County Electric Cooperative Association](https://www.lamarelectric.coop/)^{[153][155]}
- [Lamb County Electric Cooperative](https://www.lcec.coop/)^{[153][154][155]}
- [Lea County Electric Cooperative](https://www.leacountyelectric.coop/)^[153]

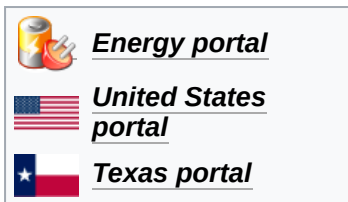
- [Lighthouse Electric Cooperative \(http://www.lighthouse.coop/\)](http://www.lighthouse.coop/)^{[153][154][155]}
- [Lyntegar Electric Cooperative \(https://www.lyntegar.coop/\)](https://www.lyntegar.coop/)^{[153][154][155]}
- [Magic Valley Electric Cooperative \(https://www.magicvalley.coop/\)](https://www.magicvalley.coop/)^{[153][154][155]}
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- [Navasota Valley Electric Cooperative \(https://www.navasotavalley.com/\)](https://www.navasotavalley.com/)^{[153][154][155]}
- [North Plains Electric Cooperative \(https://www.npec.org/\)](https://www.npec.org/)^{[153][154][155]}
- [Northeast Texas Electric Cooperative](#)^{[153][155]}
- [Nueces Electric Cooperative \(https://www.nueceselectric.org/\)](https://www.nueceselectric.org/)^{[153][154][155]}
- [Panola-Harrison Electric Cooperative \(https://www.phec.us/\)](https://www.phec.us/)^{[153][154][155]}
- [Rayburn Country Electric Cooperative \(https://www.rayburnelectric.com/\)](https://www.rayburnelectric.com/)^{[153][155]}
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- [Rita Blanca Electric Cooperative \(https://www.ritablancaelectric.com/\)](https://www.ritablancaelectric.com/)^{[153][154][155]}
- [Rusk County Electric Cooperative \(https://www.rcelectric.org/\)](https://www.rcelectric.org/)^{[153][154]}
- [Sam Houston Electric Cooperative \(https://www.samhouston.net/\)](https://www.samhouston.net/)^{[153][154][155]}
- [San Bernard Electric Cooperative \(https://www.sbec.org/\)](https://www.sbec.org/)^{[153][154][155]}
- [San Miguel Electric Cooperative \(http://www.smeci.net/\)](http://www.smeci.net/)^{[153][155]}
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- [South Plains Electric Cooperative \(https://www.spec.coop/\)](https://www.spec.coop/)^{[153][154][155]}
- [South Texas Electric Cooperative \(https://www.stec.org/\)](https://www.stec.org/)^{[153][154][155]}
- [Southwest Arkansas Electric Cooperative \(https://www.swrea.com/\)](https://www.swrea.com/)^[153]
- [Southwest Rural Electric Association \(https://www.swre.com/\)](https://www.swre.com/)^[153]
- [Southwest Texas Electric Cooperative \(http://www.swtec.com/\)](http://www.swtec.com/)^{[153][154][155]}
- [Swisher Electric Cooperative \(https://www.swisherelectric.org/\)](https://www.swisherelectric.org/)^{[153][154][155]}
- [Taylor Electric Cooperative \(https://www.tayloelectric.com/\)](https://www.tayloelectric.com/)^{[153][154][155]}
- [Tri-County Electric Cooperative \(https://www.tcectexas.com/\)](https://www.tcectexas.com/)^{[153][154][155]}
- [Trinity Valley Electric Cooperative \(https://www.tvec.net/\)](https://www.tvec.net/)^{[153][154][155]}
- [United Cooperative Services \(https://www.united-cs.com/\)](https://www.united-cs.com/)^{[153][154][155]}
- [Upshur Rural Electric Cooperative \(https://www.urecc.com/\)](https://www.urecc.com/)^{[153][155]}
- [Victoria Electric Cooperative \(https://www.victoriaelectric.coop/\)](https://www.victoriaelectric.coop/)^{[153][154][155]}
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- [Wharton County Electric Cooperative \(https://www.wcecnet.net/\)](https://www.wcecnet.net/)^{[153][154][155]}
- [Wise Electric Cooperative \(http://www.wiseec.com/\)](http://www.wiseec.com/)^{[153][155]}
- [Wood County Electric Cooperative \(https://www.wcec.org/\)](https://www.wcec.org/)^{[153][154][155]}

* public utility

[Touchstone Energy](#)

[National Rural Electric Cooperative Association](#)

See also



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External links

- U.S. Department of Energy Texas Statistics (http://www.eia.doe.gov/cneaf/electricity/st_profiles/texas.pdf)
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- Assessing climate sensitivity of peak electricity load for resilient power systems planning and operation: A study applied to the Texas region (<https://www.sciencedirect.com/science/article/abs/pii/S0360544219314136>)

Retrieved from "https://en.wikipedia.org/w/index.php?title=List_of_power_stations_in_Texas&oldid=1288625934"



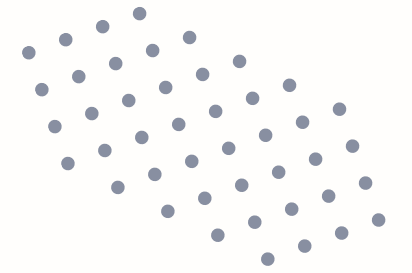
Dispatchable Generation

Acquisition Exploration

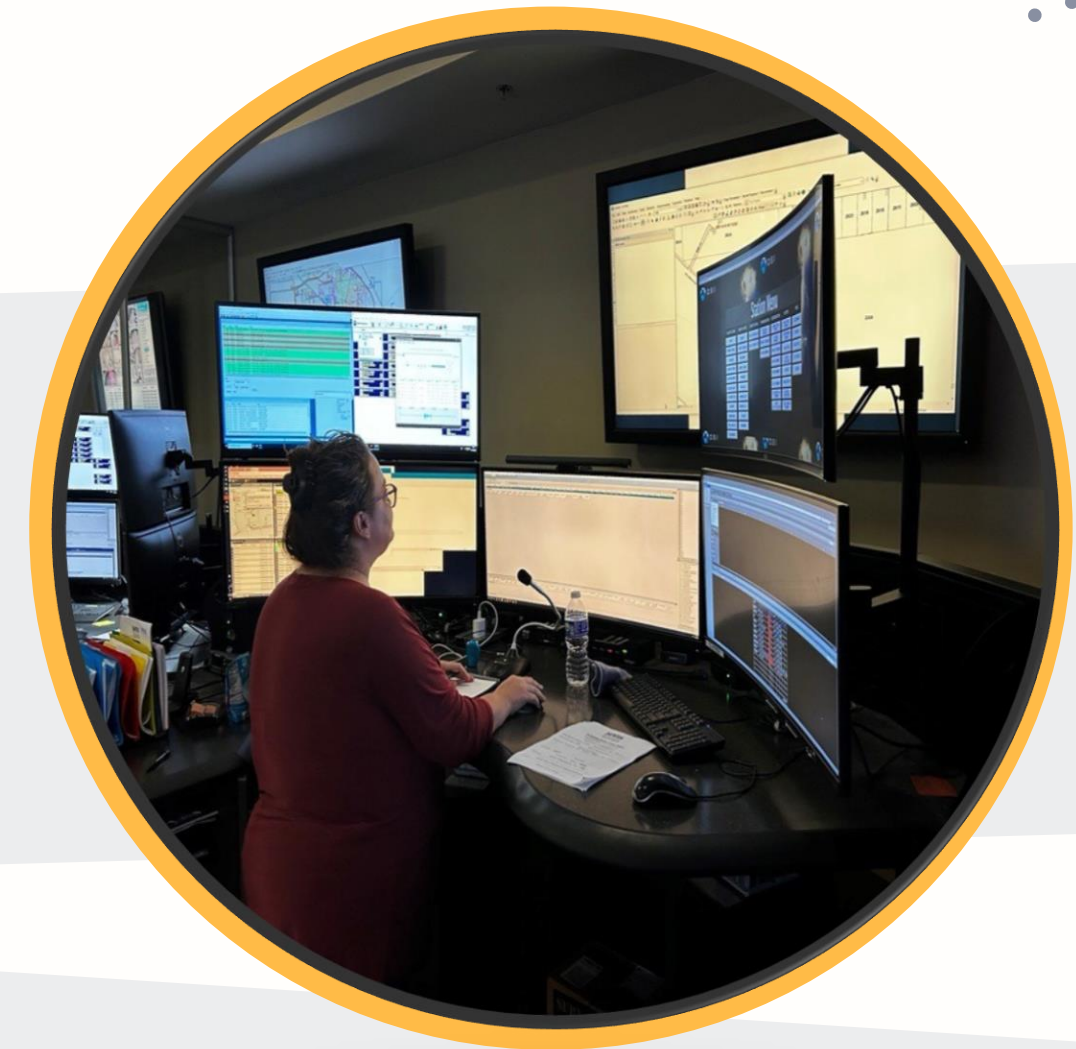
Tony Puente
DME General Manager
July 14, 2025

Work Session: PUB25-098

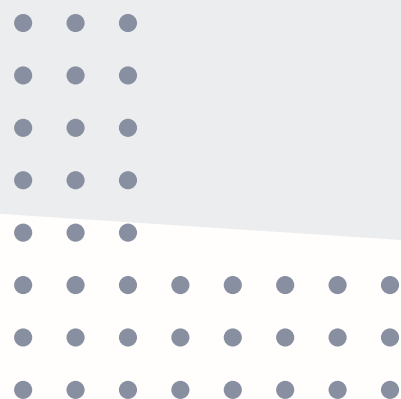
Objectives



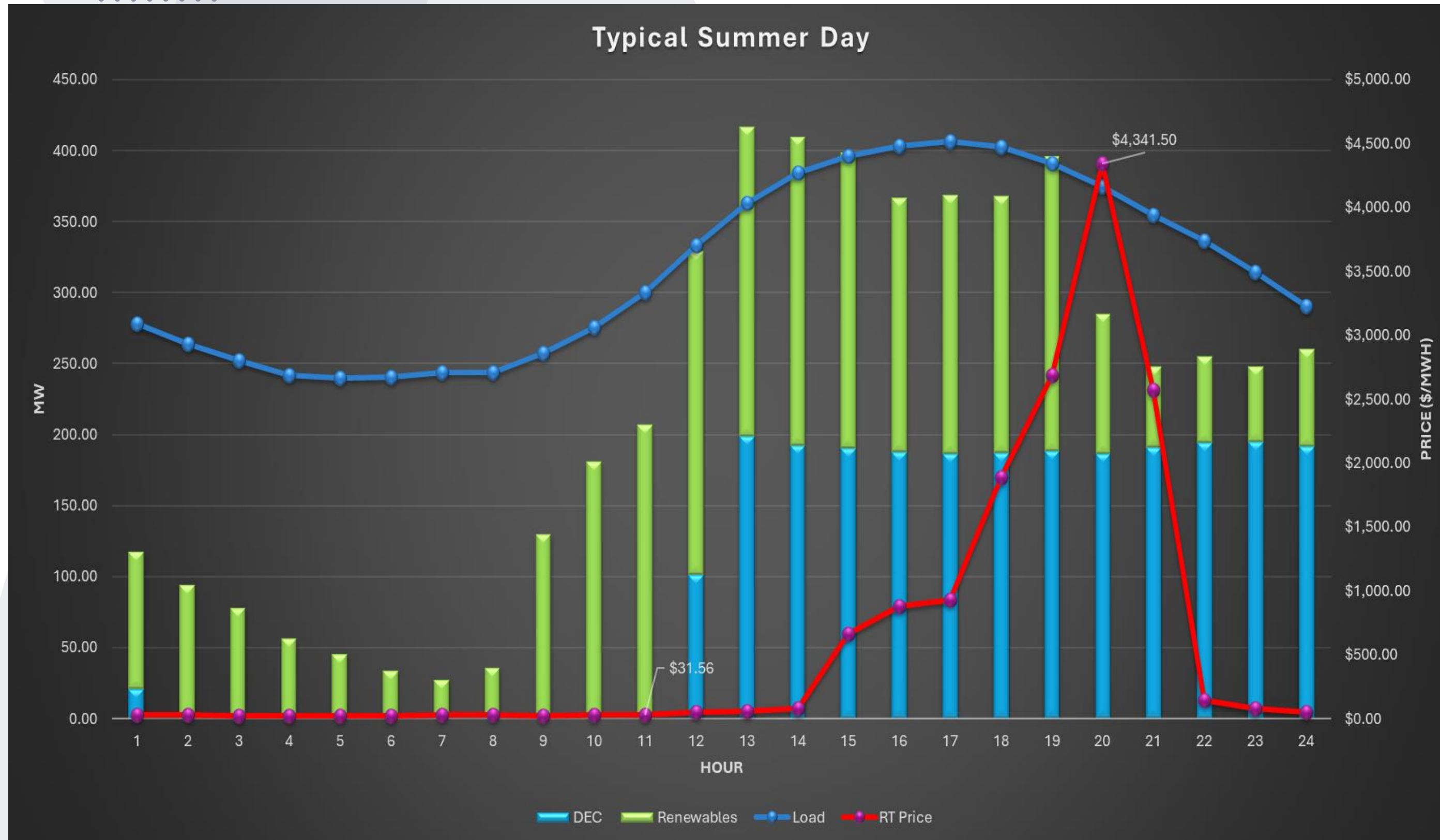
1. How DME Works / Generation Need
2. Denton Energy Center Performance
3. Power/Price Trends & Rate Comparisons



4. Acquisition Criteria
5. Options & Direction
6. Questions



How DME Works



- August 25, 2023.
- Wind/Solar PPAs priced \$20-\$40 per MWH.
- DEC strike price about \$35 per MWH.
- High prices hour 15-22.
- Demand exceeded forecast due to high temp late into the evening.
- Cost exceeded \$1 million for this period.
- In 2023, this was the trend from the last week in July thru the first week in September, and cost DME \$31 million in unanticipated costs.

Generation Need

➤ LOAD FORECAST:

- ☐ Today – 183 MW short (408 MW Peak Load vs 225 MW from DEC)
- ☐ 2033 – 386 MW short (611 MW Peak Load vs 225 MW from DEC)
- ☐ 2044 – 675 MW short (900 MW Peak Load vs 225 MW from DEC)
- ☐ Native (non-large load) growth projected to grow 100 MW by 2036. Generation shortage = 283 MW.
- ☐ Forecasted load does not assume any other large loads.

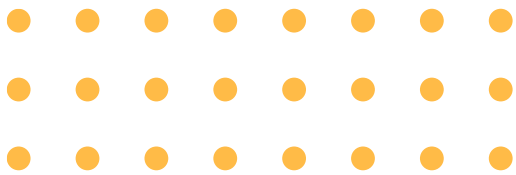
➤ SCARCITY PERIODS (DUCK CURVE) & PRICE RISK:

- ☐ Summer – 6 pm to 10 pm
- ☐ Winter – 7 am to 9 am and 6 pm to 10 pm
- ☐ Power prices during these periods can go to \$5,000 per MWH (\$9,000 per MWH during Winter Storm Uri).
- ☐ Wind and Solar generation not suited to meet this need and Battery Storage may be marginally viable although economics and technology may improve its viability.
- ☐ Winter Storm Uri – Financed \$140 million over 30 years (payoff in 2051).
- ☐ Summer of 2023 – Financed \$31 million over 5 years (payoff in 2029).

➤ PRIMARY NEED AND CONSIDERATIONS:

- ☐ Dispatchable Quick Start Generation – Produces power when we need it to protect against energy price increases.
- ☐ Only viable acquisition possibilities are existing natural gas facilities or proposed natural gas facilities.
- ☐ Future planning for other fuel types could be major design/re-design consideration.
- ☐ Reduces energy price risk exposure since it would be available sooner than a green field development.
- ☐ **Not in the city of Denton.**
- ☐ **Acquisition of an existing facility is a net zero impact to the environment and may represent a reduction if re-designed.**
- ☐ Public-Public and Public-Private Partnership(s) may represent opportunities for economies of scale and cost sharing.
- ☐ As a market participant, DME is also responsible for the reliability of the ERCOT grid in ensuring there is sufficient power to meet our customer's needs. Without these investments, shortages will continue, and prices will continue to escalate.

DEC Performance



DENTON ENERGY CENTER

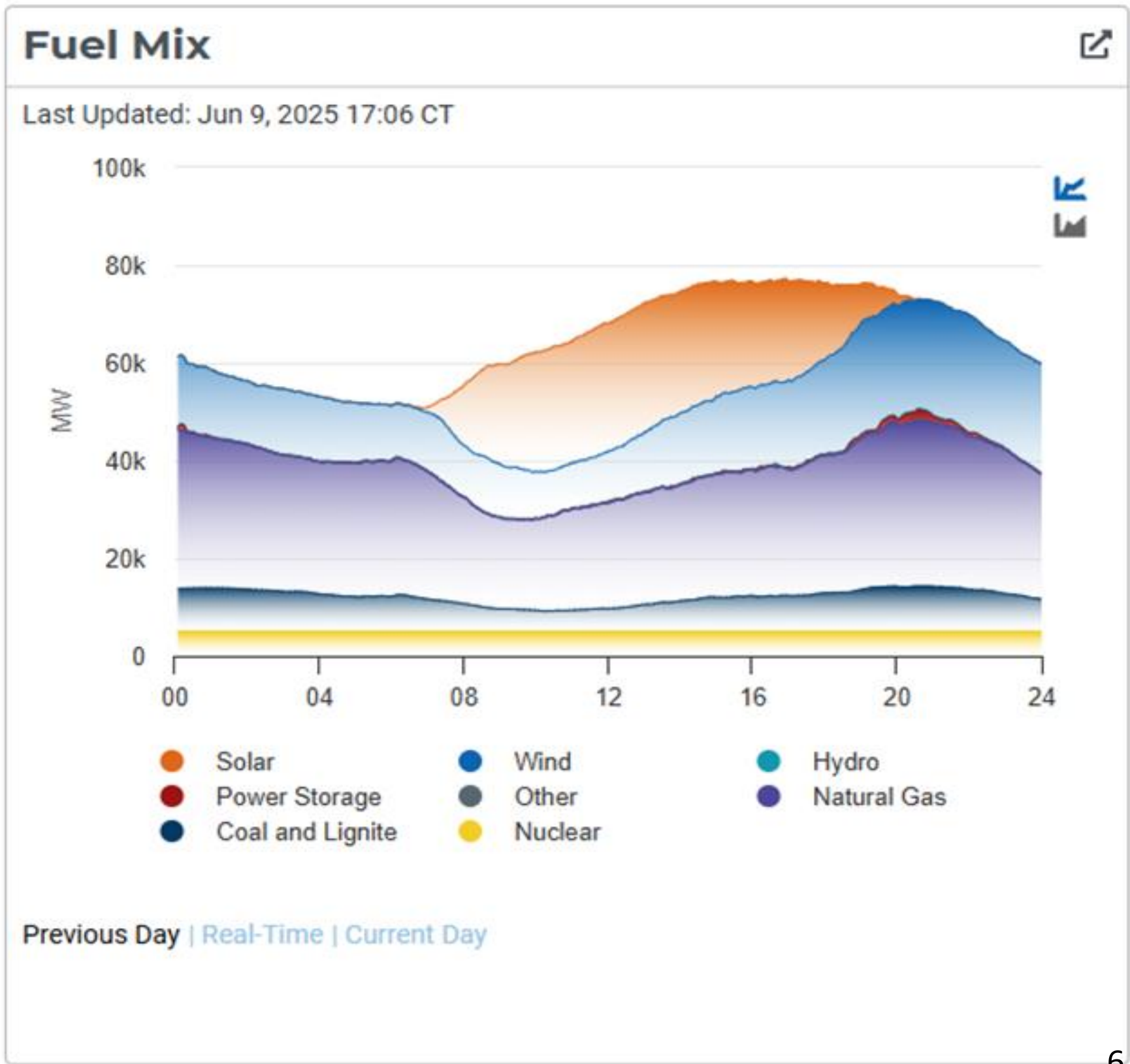
Multi-Year Financial History
As of September 30, 2024

	2017-18 ACTUALS*	2018-19 ACTUALS	2019-20 ACTUALS	2020-21 ACTUALS	2021-22 ACTUALS	2022-23 ACTUALS	2023-24 ACTUALS	All Years Total
MWh	102,980	246,333	153,892	244,222	418,392	357,598	223,799	1,747,216
\$/MWh	\$ 115.33	\$ 152.16	\$ 82.93	\$ 568.69	\$ 143.27	\$ 188.42	\$ 87.67	\$ 199.15
DEC REVENUE	\$ 11,876,498	\$ 37,482,023	\$ 12,762,627	\$ 138,885,965	\$ 59,944,917	\$ 67,380,280	\$ 19,621,032	\$ 347,953,342
EXPENDITURE SUMMARY								
Energy Expense - Fuel	\$ 2,169,444	\$ 6,954,969	\$ 3,599,350	\$ 29,679,458	\$ 26,276,468	\$ 11,249,082	\$ 5,398,434	\$ 85,327,204
Personal Services	916,953	1,672,131	1,942,343	1,820,380	1,972,635	2,168,914	2,418,428	12,911,784
Materials & Supplies	361,274	160,109	318,048	271,470	1,013,858	1,455,149	1,253,197	4,833,104
Maintenance & Repair	28,173	109,388	211,631	375,647	907,313	2,117,461	1,792,467	5,542,081
Insurance	444,145	487,272	1,112,280	1,216,695	2,931,977	1,138,286	736,145	8,066,799
Operations	137,225	212,709	209,291	665,005	353,917	388,197	241,815	2,208,159
Debt Service - DEC (Rev Bds)	-	13,549,389	17,278,198	17,285,053	17,294,941	17,308,336	17,320,115	100,036,032
Debt Service - Uri (Rev Bds)	-	-	-	-	6,721,363	7,230,915	7,234,318	21,186,596
Debt Service - Summer '23 (Rev Bds)	-	-	-	-	-	-	4,301,135	4,301,135
Interfund Transfers	-	120,000	70,977	241,569	254,056	92,013	119,450	898,065
Transfer to Capital Projects	297,000	-	-	-	-	-	41,912	338,912
DEC EXPENDITURES	\$ 4,354,215	\$ 23,265,966	\$ 24,742,118	\$ 51,555,277	\$ 57,726,528	\$ 43,148,353	\$ 40,857,415	\$ 245,649,871
DEC NET INCOME	\$ 7,522,284	\$ 14,216,056	\$ (11,979,490)	\$ 87,330,688	\$ 2,218,389	\$ 24,231,927	\$ (21,236,383)	\$ 102,303,471
GROSS MARGIN**	\$ 9,707,483	\$ 30,472,912	\$ 9,161,592	\$ 109,063,941	\$ 33,019,152	\$ 55,230,188	\$ 13,244,169	\$ 259,899,437
PURCHASE POWER COSTS	\$ 74,416,466	\$ 90,120,153	\$ 60,164,760	\$ 165,630,884	\$ 92,758,475	\$ 155,521,545	\$ 82,396,133	\$ 721,008,416

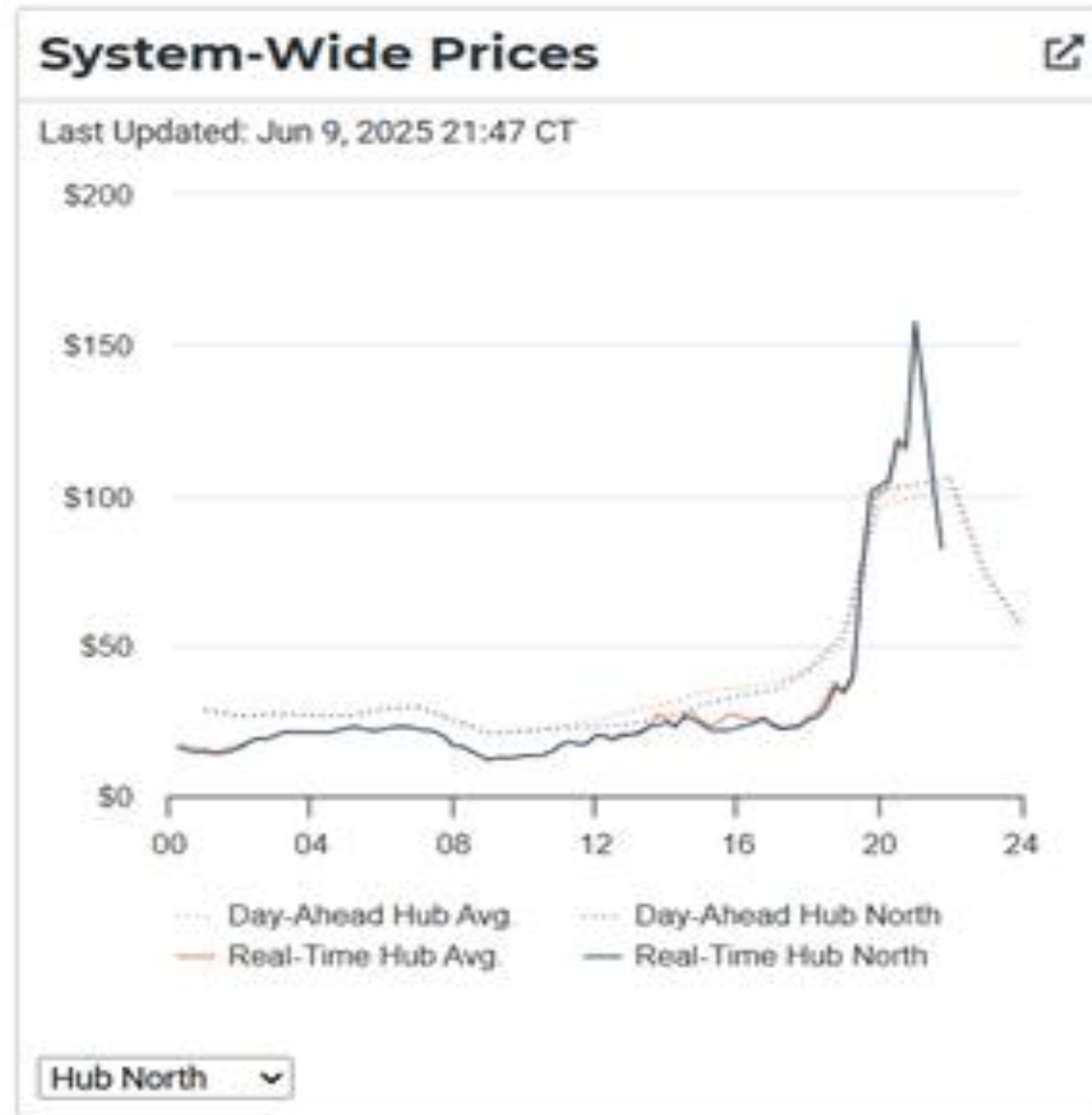
* Reflects 5 months of operation
** Revenue less Fuel & Other Variable Expenses

Power Trends

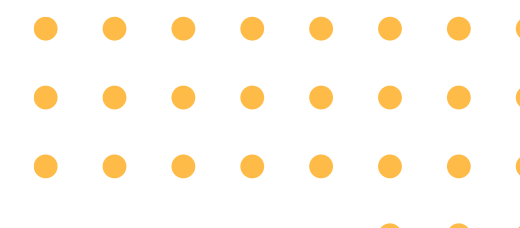
June 8, 2025	7:00 a.m.	Noon	8:00 p.m.
Solar	1,092 MW (2.1%)	26,274 MW (38.5%)	2,249 MW (3%)
Wind	11,916 MW (23.4%)	10,216 MW (15%)	23,123 MW (31.2%)
Hydro	138 MW (0.3%)	140 MW (0.2%)	207 MW (0.3%)
Power Storage	14 MW (0.0%)	338 MW (0.5%)	940 MW (1.3%)
Natural Gas	26,150 MW (51.3%)	21,499 MW (31.5%)	33,305 MW (44.9%)
Coal/Lignite	6,608 MW (13%)	4,688 MW (6.9%)	9,221 MW (12.5%)
Nuclear	5,021 MW (9.9%)	5,018 MW (7.4%)	5,013 MW (6.8%)
TOTAL GENERATION	50,939 MW	68,173 MW	74,058 MW



Pricing Trends

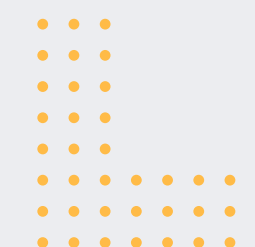


Rate Comparison






Residential - Avg (1,000 kWh)	Per kWh	Monthly Bill	Incremental Cost per Year	Commercial Customers	Current	w/o Additional Generation	w/ Additional Generation	Deferred Costs per Year
DME – Current	14.2 cents	\$142.00	-	General Service Small (1,101 kWh)	\$182.33	\$195.65	\$183.32	(\$147.96)
DME - w/o DEC*	15.0 cents	\$150.00	\$96.00	General Service Medium (13,717 kWh & 48 kW)	\$1,780.94	\$1,946.92	\$1,793.29	(\$1,843.56)
DME – w/ Additional Generation	14.3 cents	\$143.00	\$12.00	General Service Large (342,406 kWh & 867 kVA)	\$38,419.39	\$42,562.51	\$38,727.56	(\$46,019.40)
DME - w/o Additional Generation	15.4 cents	\$154.00	\$144.00					
Power to Choose Avg. – 12- month contract	15.15 cents	\$151.50						
Power to Choose Avg. – 24- month contract	15.8 cents	\$158.00						
Provider of Last Resort (POLR) – TXU Energy	19.8 cents	\$198.00						

*Assumes replacement of approximately \$40 million in foregone DEC gross margin through increase in the ECA rate paid by DME ratepayers. Does not account for an additional \$20 million in increased purchase power costs which would be offset with a reduced annual debt service of \$18 million.



Acquisition Criteria

- 
- 
- 
- Geographic Location:
 - ☐ Within ERCOT.
 - ☐ Within the North Load Zone, preferably.
 - ☐ Not in the city of Denton.
 - Generation Type:
 - ☐ Nuclear – Unlikely. Only 2 in the State and likely cost prohibitive.
 - ☐ Coal & Lignite – Uncertain. Environmental remediation may make it cost prohibitive but environmental impact from conversion to natural gas, or some cleaner alternative, may be good tradeoffs for the added cost. Former sites may be attractive due to proximity to transmission infrastructure but would be best suited for a new build project.
 - ☐ Natural Gas – Approximately 100 existing generators in the State; approximately 9 that are defunct but already sited near readily available transmission infrastructure; approximately 26 proposed generators under consideration for the Texas Energy Fund loan program; and approximately 7 proposed generators that have withdrawn from the Texas Energy Fund loan program.
 - Design:
 - ☐ Baseload
 - ☐ Quick Start
 - Capacity (MW):
 - ☐ Minimum of 100 MW
 - ☐ Ability to Expand



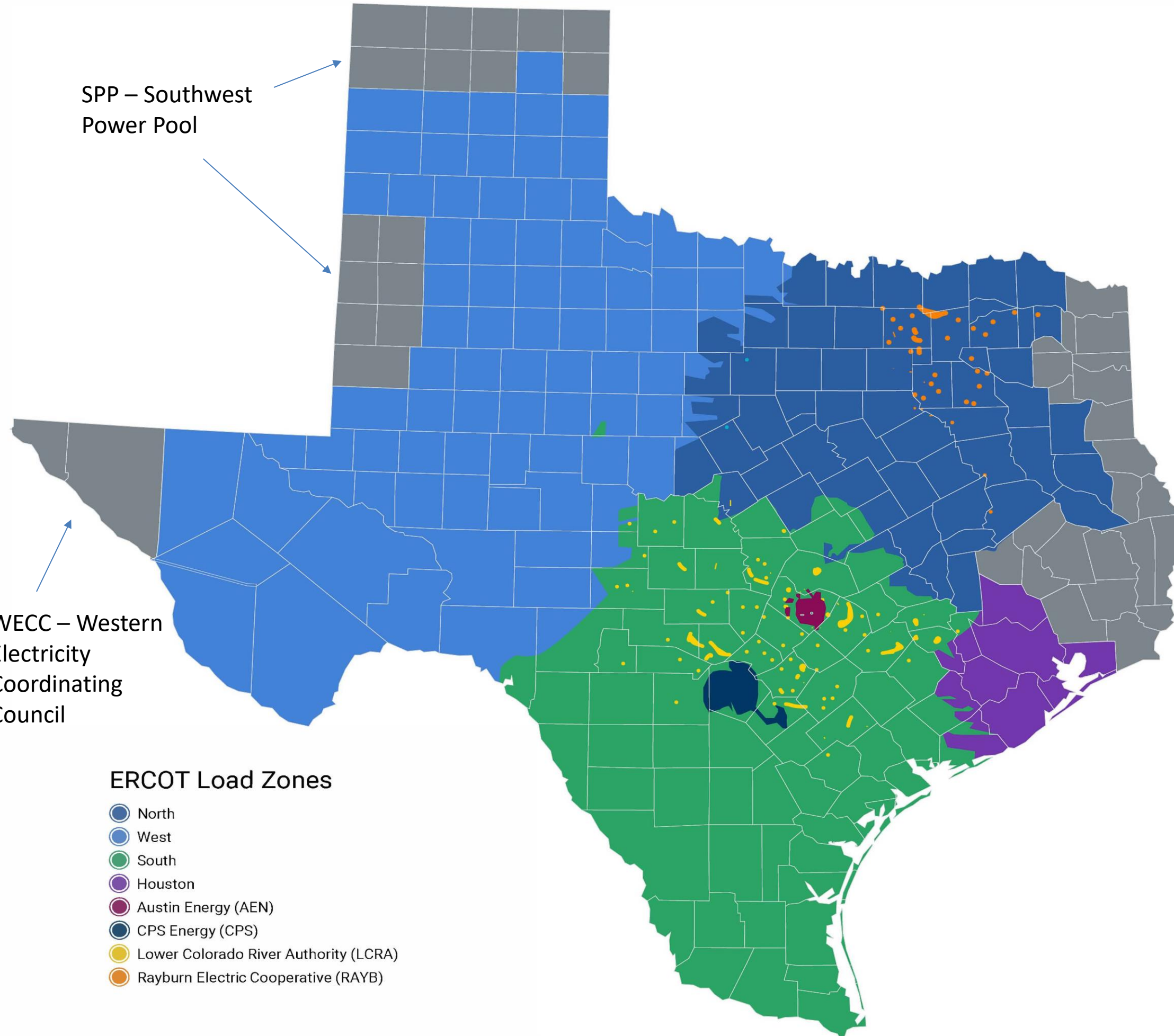
SPP – Southwest
Power Pool

MISO – Mid
Continent ISO

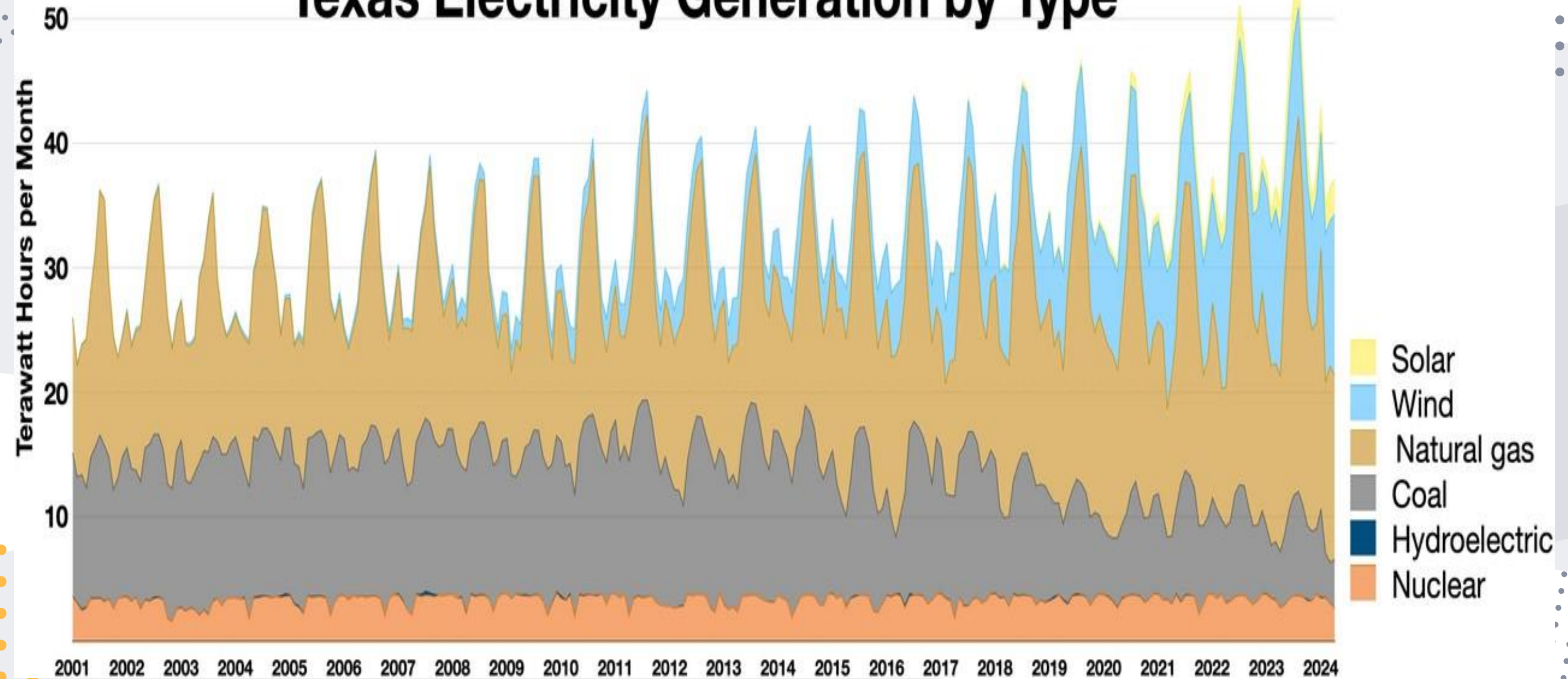
WECC – Western
Electricity
Coordinating
Council

ERCOT Load Zones

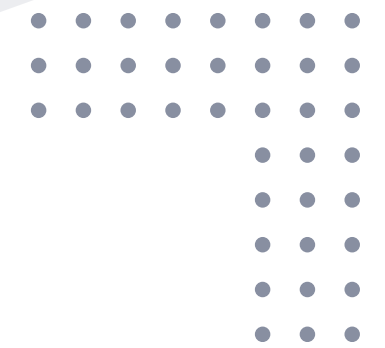
- North
- West
- South
- Houston
- Austin Energy (AEN)
- CPS Energy (CPS)
- Lower Colorado River Authority (LCRA)
- Rayburn Electric Cooperative (RAYB)



Texas Electricity Generation by Type



Texas Dispatchable Generators



Nuclear (2) – 4,708 MW

Coal/Lignite (12) – 16,518 MW

Natural Gas (100) – 65,855 MW

Texas Energy Fund Projects

(Initial Submissions – June 2024)

Application Number	Sponsor Name	Capacity (MW)
APP-007*	Howard Power Generation, LLC	271
APP-017	NRG Energy, Inc.	456
APP-021	Hunt Energy Network, LLC; John Hancock Life Ins. Co.; Manualife Infrastructure III AIV Holdings B, LP.	132
APP-031	Competitive Power Ventures (CPV Group LP), GE Vernova	1,350
APP-115	Rayburn County Electric Cooperative, Inc; Rayburn Energy Station LLC	570
APP-122*	Frontier Group of Companies (Lonestar Industrial Park LLC)	162
APP-128	Calpine Corporation	460
APP-129	LS Power Equity Advisors, LLC	490
APP-131*	EmberClear Management; Jupiter Island Capital	900

Application Number	Sponsor Name	Capacity (MW)
APP-143*	Constellation Energy Generation LLC	300
APP-162*	NextEra and Aegle Power	1,292
APP-194	Hull Street Energy through wholly owned subsidiary MPH Bastrop Peakers LLC	1,080
APP-201	Kerrville Public Utility Board Public Facility Corporation; Kerrville PUB	122
APP-215*	WattBridge Energy IPP Holdings LLC	600
APP-219	Mercuria Investments US, Inc; Reliability Design and Development LLC	226
APP-223*	ENGIE Flexible Generation NA LLC	930
APP-245	Vistra Corp.	440
	Total – All Projects	9,781

* Denotes projects no longer under consideration.

Texas Energy Fund Projects

(Under Consideration – May 2025)

Application Number	Sponsor Name	Capacity (MW)
APP-017	NRG Energy, Inc.	456
APP-021	Hunt Energy Network, LLC; John Hancock Life Ins. Co.; Manualife Infrastructure III AIV Holdings B, LP.	132
APP-031	Competitive Power Ventures (CPV Group LP), GE Vernova	1,350
APP-115	Rayburn County Electric Cooperative, Inc; Rayburn Energy Station LLC	570
APP-128	Calpine Corporation	460
APP-129	LS Power Equity Advisors, LLC	490
APP-194	Hull Street Energy through wholly owned subsidiary MPH Bastrop Peakers LLC	1,080
APP-201	Kerrville Public Utility Board Public Facility Corporation; Kerrville PUB	122
APP-219	Mercuria Investments US, Inc; Reliability Design and Development LLC	226
APP-245	Vistra Corp.	440

Application Number	Sponsor Name	Capacity (MW)
APP-016	NRG Energy, Inc.	721
APP-147	Rockland Power Partners IV LP	342
APP-018	NRG Greens Bayou 6	455
APP-256	Vistra Corp.	440
APP-159	Nightpeak Energy LLC	305
APP-161	Nightpeak Energy LLC	260
APP-221	Invenergy	890
APP-224	Invenergy	479
APP-209	EMPower USA LLC; Emerging America Financiera, SAPI de CV; Integrated Gas Services de Mexico, S de RL de CV	123
	Total – All Projects	9,341

Options & Council Direction

➤ Option 1 –

- ❑ Explore opportunities for future acquisition of approximately 300 MW of generation capacity.

➤ Option 2 –

- ❑ Explore opportunities for future acquisition of approximately 600 MW of generation capacity.

➤ Option 3 –

- ❑ Do nothing until completion of an Integrated Resource Plan.
 - 18-24 months

Note: On June 17, 2025, the City Council gave staff direction to explore the acquisition of 300-600 MWs of dispatchable generation capacity and afford the public an opportunity to weigh in on this direction.

Questions

