

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH POWELL ELECTRICAL SYSTEMS, INC., FOR THE PURCHASE OF MEDIUM VOLTAGE SWITCHGEAR BUILDINGS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8156 – AWARDED TO POWELL ELECTRICAL SYSTEMS, INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$6,525,253.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the purchase of medium voltage switchgear buildings for Denton Municipal Electric; 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>
8156	Powell Electrical Systems, Inc.	\$6,525,253.00

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:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2023.

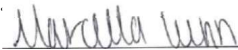
GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:



Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton,
dc=codad, ou=Department Users and
Groups, ou=General Government,
ou=Legal, cn=Marcella Lunn,
email=Marcella.Lunn@cityofdenton.c
om
Date: 2023.11.03 10:14:36 -05'00'



Docusign City Council Transmittal Coversheet

RFP	8156
File Name	Medium Switchgear Buildings
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND
POWELL ELECTRICAL SYSTEMS, INC.
(Contract #8156)**

THIS CONTRACT is made and entered into this date _____, by and between Powell Electrical Systems, Inc., a Delaware corporation, whose address is 8550 Mosley, Houston, Texas 77075, 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 in accordance with the City's RFP #8156 Medium Voltage Switchgear Buildings, 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 8156 (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal (**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 2270 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 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

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 agreement, 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 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.

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

DocuSigned by:
Antonio Puente, Jr. Antonio Puente, Jr.
F3760944C2BE4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE
Electric
DEPARTMENT

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

POWELL ELECTRICAL SYSTEMS, INC

DocuSigned by:
BY: Zachary Irons
A027A19A7244497
AUTHORIZED SIGNATURE

Printed Name: Zachary Irons

Title: Project Management Manager
7139474401

PHONE NUMBER
zachary.ironspowellind.com
EMAIL ADDRESS

2023- 8156
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

Exhibit A

Special Terms and Conditions

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.

Total Contract Amount

The contract total shall not exceed \$6,525,253. Pricing shall be per Exhibit F attached.

Contract Terms

The contract term will be three (3) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) 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, unless either party notifies the other prior to the scheduled renewal date. 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.

Progress Payments

The City shall make progress payments net 30 using the following milestones:

20% At Order Acceptance
25% Upon Approval Drawing Submittal
35% Upon Release to Manufacture (RTM)
20% At Shipment

Price Adjustments

The pricing adjustments shall be per the U.S Department of Labor, Bureau of Labor Statistics Producer Price Increase. Specifically, the following price index that applies to the offered Powell equipment: Series Title "Switchgear and switchboard apparatus mfg" Series # PCU335313335313 <https://fred.stlouisfed.org/series/PCU335313335313>

Freight Terms

The price quoted represents our best good-faith estimate based on the most accurate information at this time. Any variance in weights and dimensions due to changes in project scope or instructions by state or local governments resulting in changes in routings may require an adjustment in pricing.

Freight prices are based on estimated routes, mileages and time requirements and are subject to correction due to restrictions and route approval as mandated by various governmental agencies and dependent on governmental agencies approval. Requirements resulting from any route/bridge/utility surveys may alter the freight price. The quoted freight price includes fuel costs

and fuel surcharges valid at this time. Changes in fuel costs or fuel surcharges may affect the freight price.

The City is responsible for assuring that there are adequate clearances (width and height) and road compaction "in-plant" or "on-site".

Any changes by the City within four weeks of the scheduled ship date that affect the ship date may affect transportation equipment availability and thus the freight cost.

Unloading of equipment at the destination is the responsibility of the City. Free time of four hours per load is allowed for unloading at the destination.

Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit F after receipt of the order.

Warranties

Warranties as noted in RFP 8156, to include the following:

Pricing includes an extended warranty of five (5) years from the date of shipment from Powell factory.

Performance Liquidated Damages

Performance Liquidated Damages as noted in RFP 8156, is removed. There will be no liquidated damages under this contract.

Right to Inspection and Rejection

Right to inspection as noted in Exhibit C of this contract, section 7 – Right of Inspection, shall be amended to include the following:

The City will provide reasonable notice in writing of the request for inspection.

Unloading Time at the Jobsite

Supplier shall provide an eight (8) hour window for unloading of the structures at the designated jobsite. Each hour over the initial eight hour unloading time shall be billed at \$636.00 per hour.

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 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. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 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, 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. **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 Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and 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 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 the deliverables shall pass to the City upon payment in full for the deliverables. Risk of loss of the deliverables shall pass to the city upon completion of

Contractor's delivery obligations as set forth in Section 6 herein below. Should the Contractor's Scope of Work include services related scope for the installation of the deliverable(s) subsequent to delivery, risk of loss shall pass to the City immediately upon completion of Contractor's services as provided in Contractor's Proposal 252868-R4-QOT dated 20 SEP 23; *provided, however*, should the City takes possession or uses any portion of the deliverables prior to the completion of Contractor's services, such possession shall constitute acceptance of the deliverable(s) and the risk of loss for such passes to the City at the time the City takes possession of such deliverable(s). Notwithstanding the foregoing, upon completion of Contractor's installation services(if any), the City shall bear the risk of loss and be responsible for any and all damage with respect to the deliverable(s) and to the City's existing structures, materials or equipment adjacent to or on the project site, other than to the extent any physical property loss or damage to the project or the City's existing structures, materials or equipment adjacent to or on the project site is caused by the Contractor's personnel.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped DAP to the City's concrete foundation pad at substation jobsite. Installation to be performed by Powell Service Division. Contractor's price shall be deemed to include all standard packaging costs and charges. Freight and transportation charges have been quoted as an estimate and will be prepay and add. 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 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, after prior written request, 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; 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.

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 as of the Contract execution date, it has reasonably satisfied itself as to the nature of the City's service requirements and specifications, the location and essential known or disclosed characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other known or disclosed condition or state of fact reasonably ascertainable from the performance of a reasonable site investigation which could in any way affect performance of the Contractor's obligations under the contract. Subject to the foregoing, 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**

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 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.

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. 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 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. . Time billed for labor shall be limited to hours actually worked at the work site.

D. Reserved.

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. 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. 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 the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor under the applicable purchase order 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, excepting those third party claims to the extent arising out of the City's failure to make payment of undisputed amounts then due and payable Contractor under this Contract;
- 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 damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with 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 that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or 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 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; provided, however, that the City hereby acknowledges and agrees that the Non-Appropriation provisions of this Section 13(G) are not intended, (i) to be used for convenience termination, or (ii) for the purpose of replacing all or any portion of the deliverables under this agreement with other substantially similar goods or deliverables not provided by Supplier during

the term of this agreement or any extension(s) thereof. The City, to the extent permitted by applicable law, agrees not to utilize such Non-Appropriation provisions for such purposes. 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. The City staff responsible for the management of this agreement shall use all reasonable efforts to obtain Appropriation and funding in the full amount required under the agreement, including the submission of budget requests each year that are sufficient to cover the City's payment obligations for the next fiscal year. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees 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 terms. 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. Reserved.

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 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 City shall have the right to audit and make copies of the Contractor's non-privileged books, records and computations pertaining to the Contract; provided, however, the cost makeup of fixed lump-sum pricing shall not be subject to audit. 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. All books and records will be made available within a 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.

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 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:

If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to 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.

A. 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, 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.

B. 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.

C. 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. 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. 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. To the extent City is compliant with its payment obligations hereunder for sums presently due and payable, 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 and/or services provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner, provided in accordance with generally accepted industry standards and practices, shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, 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.

A. Recycled deliverables shall be clearly identified as such.

B. Reserved.

C. The warranty of performance, if any, and foregoing warranty against defects in deliverables and/or for services shall apply only to issues for which the Contractor receives written notice of during the applicable warranty period that appear during proper operation in normal use and service and which are due to causes other than those excluded below. For deliverables that are not installed by the Contractor, this warranty period is eighteen (18) months from the date of shipment by the Contractor or twelve (12) months from first energization, whichever comes first. For deliverables installed by the Contractor and/or service work, if any, this warranty period is twelve (12) months from the completion of installation or the services, as applicable, provided same is not unreasonably delayed by City. The date and conditions of any tests shall be mutually agreed upon by the Parties. Provided that the Contractor has timely received written notice of a valid warranty claim, the Contractor shall thereupon correct any defect or remedy any performance failure, either (at its option) by repairing any defective or damaged parts of the equipment at the Contractor's plant or at the location of the deliverables, or by making available at the Contractor's plant necessary repaired or replacement parts. City shall be responsible for providing "free and clear" access to the affected portion of the equipment for corrective work. The liability of the Contractor under this warranty (except as to title), or for any loss or damage to the deliverables whether the claim is based on contract or tort (including negligence), shall not in any case exceed the cost of correcting defects in the deliverables and for services, the Contractor's cost of re-performing the services, as herein provided and upon the expiration of the warranty period all such liability shall terminate.

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.

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. These warranties and remedies are applicable only to the extent City's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the deliverables are in accordance with the recommendations of the Contractor; and, such deliverables shall not have been operated in excess of limitations specified by Contractor and not have been subjected to accident, alteration, abuse or misuse. Contractor expressly excludes any warranty for defect or failure of performance caused by erosion, corrosion, or normal wear and tear. With respect to deliverables or components delivered under the agreement, City agrees to accept responsibility for (i) their selection to achieve City's intended results, (ii) their use of the item and their non-use of any feature thereof, (iii) the results obtained therefrom and (iv) the selection of, use of and results obtained from any deliverables, programs or services not provided by Contractor and used in connection with items delivered hereunder.

G. NO OTHER WARRANTIES. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE). THE CONTRACTOR DISCLAIMS AND MAKES NO OTHER WARRANTIES TO THE CITY, CITY'S CUSTOMERS OR ANY OTHER PERSON OR ENTITY REGARDING THE DELIVERABLES, WORK, GOODS, ENGINEERING AND DESIGN SERVICES, FIELD INSTALLATION SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE, AND SUITABILITY; (2) ANY WARRANTIES RELATING TO CITY-SPECIFIED THIRD-PARTY PARTS, COMPONENTS, PRODUCTS, SOFTWARE OR SERVICES; (3) ANY WARRANTIES RELATING TO LATENT DEFECT(S) BEYOND THE ORIGINAL WARRANTY PERIOD; AND/OR (4) ANY WARRANTIES THAT THE SERVICES, FIRMWARE OR SOFTWARE, IF ANY, WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.

22. Reserved.

A. Reserved.

B. Reserved.

C. Reserved.

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..

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:** 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, commences to cure with haste and diligently and continuously pursues cure for such default thereafter, 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 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. If City terminates this Contract or any portion thereof for cause and the grounds for such termination are subsequently found to be invalid, such termination will be treated as a termination for convenience by City and payment to Contractor shall be calculated in accordance with Section 28 hereinbelow.

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 costs incurred, goods delivered and services performed (including work in process plus reasonable absorbed overhead and profit on such work) and obligations incurred prior to the date of termination in accordance with the terms hereof, to include all reasonable and actual costs incurred by Contractor for cancellation charges and the cost of all standby and demobilization expenses as the result of a termination under this Section.

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. 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, which shall account for any increase in material/component and/or labor costs. The Contractor must assert its right to an adjustment within thirty (90) 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.

B. Reserved.

31. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any third party claims, demands, suits, causes of action, judgments and liability, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees arising therefrom for: (1) damage to or loss of the tangible property of any third person; and/or (2) death, or bodily injury.

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 TO THE EXTENT DIRECTLY ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR, OR THE CONTRACTOR'S 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.

Notwithstanding anything to the contrary in this Contract, if an indemnitee receives notice of the assertion or commencement of any action made or brought by a third-party against any indemnitee for which an indemnification obligation is owed by Contractor under this Section 31, the indemnitee shall provide reasonably prompt written notice thereof, but in any event not later than five (5) business days after receipt of such notice of such claim. Such notice to the Contractor 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. The failure to provide such prompt notice shall relieve Contractor of its indemnification obligations to the extent that Contractor forfeits rights or defenses by reason of such failure to provide notice, and/or to the extent such failure adversely affects Contractor's ability to defend any such Indemnified Claim. Notwithstanding anything in this Contract to the contrary, Contractor's indemnity obligations as set forth in this Section 31 shall; (a) be subject to the Limitation of Liability as set forth in Section 67 of this Contract; and (b) terminate as of the end of the warranty period or from the date of termination of the Contract, whichever is earlier.

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 acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

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. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. 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. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. When required by the City, Contractor shall ensure that all subcontractors, if any, provide evidence of insurance, as provided herein..
- 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- VII 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. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

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.

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 Contractor's policies required to be held pursuant to this Contract, except to the extent caused by the City's acts or omissions giving rise to the claims. 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. The insurance coverages specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

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: CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE OF ITS DELIVERABLES OR PRODUCTS WILL NOT INFRINGE ITS INTELLECTUAL PROPERTY RIGHTS OR THE RIGHTS OF THIRD PARTIES WITH RESPECT TO ANY PARTICULAR USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OR APPLICATION, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL OR INCIDENTAL DAMAGES. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables. Except as set forth below, the Contractor shall defend any suit or proceeding brought against the City to the extent based on a claim that any deliverables or services, or any part thereof, furnished under this Contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the City. In case said deliverables or services, or any part thereof, is in such suit held to constitute infringement and the use of said deliverables or services is enjoined, the Contractor shall, at its own expense and at its option, either procure for the City the right to continue using said deliverables or services; or replace same with non-infringing deliverables or services; or modify it so it becomes non-infringing; or remove said deliverables or services and refund the price. The foregoing states the entire liability of the Contractor for patent infringement by said deliverables or services or any part thereof. In the event of any such actual or alleged infringement, City shall: (i) promptly notify Contractor in writing of the claim; and (ii) make no admission of liability and refrain from taking any position adverse to Contractor. Notwithstanding anything contained herein, this Section 36 shall not apply and Contractor shall have no obligation or liability with respect to any claim of infringement based upon or arising from (i) compliance with City's designs, specifications, or instructions; (ii) the use of any deliverables furnished hereunder, in combination with goods not supplied by Contractor when such is the basis of the claim, (iii) revision or modification of the deliverables or equipment, (iv) failure of City to implement any update provided by Contractor that would have prevented the claim; or (v) in connection with a manufacturing or other process utilizing any item, or part thereof.

37. 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"), provided, however, any information disclosed and not in tangible form (i.e., disclosed verbally or observed) as between the Parties and not reduced to writing and submitted by either of the Parties as Confidential Information within thirty (30) days of disclosure, such information shall not be afforded the protections of this Section 37

or be considered Confidential Information as set forth herein. 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 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 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. Notwithstanding anything to the contrary contained in this Contract, the foregoing confidentiality obligations shall not apply to the extent that: (i) the Confidential Information is generally available to the public at the time of disclosure; (ii) the Confidential Information thereafter becomes available to the public, except by breach of the provisions of the Contract or violation of law or other agreement; (iii) the receiving party had possession of the Confidential Information prior to the time of disclosure; (iv) the Confidential Information is received by the receiving party from a third-party that is not bound by a confidential relationship with the City; or (v) the Confidential Information was developed by Contractor independently of and without reference to any Confidential Information.

38.

OWNERSHIP AND USE OF DELIVERABLES: All specifications, schedules, design documents, and other documents (whether on paper, electronic or other media) first created by or through Contractor and produced and delivered specifically for the City as a required deliverable under this Contract are the exclusive property of the City (for the purpose of clarity, such paper, electronic or other media will become the exclusive property of the City upon payment in full therefor, but the ownership of the underlying intellectual property will be as provided below). Provided, however, that the City acknowledges that such documents were prepared by Contractor as instruments of service for the project, and the City waives and releases Contractor from any warranty, obligation, or liability to the City with respect to any use of such documents for any purpose other than for the construction, use, occupation, operation, maintenance, or repair of the Project for which they were prepared and intended. Contractor specifically disclaims any liability or obligation to any third party for any subsequent re-use of such documents. Except as expressly provided in this Section 38, this Contract does not otherwise create any patent, copyright or trade secret rights in favor of City. .

A. Contractor Intellectual Property. Contractor shall retain title and all rights in all Intellectual Property developed by Contractor, whether or not such Intellectual Property is used or incorporated into the deliverables or services, either alone or in contribution from City, and shall include all pre-existing or independently developed Intellectual Property, Intellectual Property conceived or created by Contractor in the performance of this Contract, and all know-how developed in the course of performing the work ("Contractor Intellectual Property"). .

B. Grant of License. To the extent the Contractor Intellectual Property is actually incorporated into the work or the Contract Documents prepared by Contractor for the City pursuant to the requirements of the Contract Documents, and necessary for the City to fully utilize the work,

Contractor grants the City a non-exclusive, royalty-free, non-transferable, worldwide license to use such Contractor Intellectual Property for the limited purpose of operating, maintaining, repairing, restoring, replacing, training of personnel or dismantling of the project.

C. Additional Assignments. Subject to the foregoing, 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 38 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 37 above.

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 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 (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 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.

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)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's 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

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

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 performance 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: No Party shall be responsible for performance under the Contract, and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to pay money in a timely manner for work actually performed or other liabilities actually incurred, 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, and beyond its reasonable control of the Party so affected ("Force Majeure Event"). In the event of an occurrence under this Section, the affected Party shall use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The affected Party shall notify the counterparty in writing upon gaining actual knowledge of the impact or effect of the Force Majeure Event, and in the case of the City, 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. For Force Majeure Events declared by Design Professional, an equitable extension of time for the performance of the work shall be granted.

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: Notwithstanding anything to the contrary contained in this Contract, and in recognition of the relative risks and benefits of the work to both Contractor and the City as sophisticated parties hereto, the risks have been bargained and allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of Contractor and Contractor's officers, directors, partners, employees, shareholders, owners, agents and subcontractors for any and all claims, losses, costs or damages of any nature whatsoever, and whether arising from breach of contract, warranty, tort (including negligence), product liability, contribution, strict liability or any other legal or equitable theory or combination of theories, so that the total aggregate liability of Contractor and Contractor's officers, directors, partners, employees, shareholders, owners, agents and subcontractors shall not exceed an amount equal to one hundred percent (100%) of the applicable purchase order or purchase release price, as the case

may be (the, “Limitation of Liability”).

If Supplier furnishes Buyer with advice or other assistance which concerns any products supplied hereunder or any system or deliverable in which any such product may be installed and which is not required pursuant to this Contract, the furnishing of such advice or assistance will not subject the Contractor to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

To the fullest extent permitted by law, in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall the Contractor (to include Contractor’s affiliates, members, employees, personnel, shareholders, contractors, subcontractors, consultants and agents) be liable for any special, consequential, indirect, incidental or punitive or penal damages including, but not limited to, loss of income or profit, revenues, financing, business and reputation, loss of use of the deliverables, equipment or any associated facilities, damage to any facilities, cost of capital, cost of substitute products, facilities, services or replacement power, down-time costs, regardless of whether or not the possibility of such damages were contemplated by the parties herein, has been disclosed to the other party in advance or could have been reasonably foreseen by such other party. Notwithstanding anything contained herein to the contrary, it is hereby acknowledged, understood and agreed that with respect to any legal limitations now or hereinafter in effect and affecting the validity and enforceability of the damage waiver and/or Limitation of Liability under this Section 68, such legal limitations are made a part of the damage waiver and Limitations of Liability to the minimum extent necessary to bring such Sections into conformity with the requirements of such limitations, and, as so modified, the damage waiver and Limitation of Liability shall continue in full force and effect to the maximum extent allowed by law. Nothing contained in this Section 68 is intended to be exculpatory in nature. This Section 68 shall survive the expiration or earlier termination of this Contract and/or any purchase order or purchase release.

Any additional or different terms specifically relating to or addressing the subject matter of this Section shall be deemed material alterations within the meaning of Section 2.207(b)(2) of the Texas Business and Commerce Code.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City’s standard terms and conditions**
- 4. Purchase order**
- 5. Contractor terms and conditions**

Exhibit D – Insurance Requirements

SECTION A

CONTRACTOR shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy (Excepting Professional Liability and Workers Compensation Insurance) and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONTRACTOR and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONTRACTOR shall, acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONTRACTOR).

SECTION C. REQUIRED PROVISIONS

The CONTRACTOR agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
City of Denton Purchasing, 901B Texas Street, Denton, Texas 76209, and
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Denton as the Certificate Holder.

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CONTRACTOR'S right to maintain reasonable deductibles, CONTRACTOR shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage in the following type(s) and amounts:

1. WORKERS' COMPENSATION and EMPLOYERS' LIABILITY

If CONTRACTOR'S employees will be performing services under the contract at a CITY owned facility, then, **Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000.00 Each Accident

Bodily Injury by Disease: \$500,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Denton, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) A provision to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a, or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

NOTES:

- i. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONTRACTOR is a non-subscriber or is self-insured, CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

If vehicles will be used in the performance of services under the contract, then, **Business Automobile Liability Insurance** covering owned, hired, and non- owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$1,000,000.00 per occurrence.

The policy shall include

- a) An endorsement naming the City of Denton and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Denton, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) A provision to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a, or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTE:

- i. If CONTRACTOR has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a letter on official letterhead stating such to meet the requirement for owned autos.

3. 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, \$2,000,000.00 general aggregate.

The policy shall include:

- a) An endorsement naming the City of Denton and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive subrogation in favor of the City of Denton, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) A provision to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a, or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

4. PROFESSIONAL LIABILITY INSURANCE

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

The policy shall include:

- a) A provision to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a, or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
 - b) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
 - c) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy
5. Notwithstanding anything herein to the contrary, the waiver of subrogation and additional insured obligations of Contractor are only applicable to the extent of liability assumed by Contractor under the contract documents.

SECTION E. SELF-INSURED RETENTION (SIR)

Contractor may satisfy all or part of the insurance requirements under the Contract by means of self-insurance so long as:

(a) the SIR is permitted under all laws applicable to Contractor at the time Contractor submits its bid or proposal;

(b) Contractor maintains a net worth (as shown by its financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars (\$100,000,000.00);

(c) if the Contractor is using their balance sheet to back the SIR, the SIR cannot exceed 10% of their net worth;

(d) Contractor, not less than annually, provides the City an audited financial statement, prepared by an independent certified public accountant in accordance with generally accepted accounting principles consistently applied, showing the net worth requirements outlined herein; and

(e) the SIR provides for loss reserves that are actuarially derived in accordance with accepted standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded.

(f) Contractor's SIR for the CGL policy is \$250,000 and for the PL policy \$500,000 which is accepted by City.

Any self-insured exposure shall be deemed to be an insured risk under the Contract. The beneficiaries of such insurance shall be afforded no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder (including, without limitation, the protection of a legal defense, by attorneys reasonably acceptable to beneficiaries, and the payment of claims within the same time period that a third party insurance carrier of the quality and caliber otherwise required hereunder would have paid such claims).

The waiver of subrogation provided for hereunder shall be applicable to any self-insured exposure. All SIRs must be acceptable to and approved in writing by the City prior to implementation and the insurance required under the Contract must be maintained in excess of such SIRs. Any and all deductibles and/or SIRs for the insurance policies described in this Exhibit shall be assumed by and for the account of Contractor or any Contractor's subcontractors, as applicable, at its sole risk and expense.

SECTION F. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of

these certificates.

SECTION G. CONTRACTOR LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONTRACTOR or its subcontractors shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONTRACTOR from liability.

SECTION H. Reserved.

Exhibit E
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 8156 – 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 F
Contractor's Proposal

EXHIBIT F- CONTRACTORS PORPOSAL

Powell Electrical Systems Inc.

				Total Price
Line #	Description	QTY	UOM	Unit
1	Section A - Basic Building			
2	Line 1. Basic Building	4	EA	\$1,525,653.00
3	Section B - Building Options			
4	Line 2. Price to increase length of building in 1' increments	4	EA	\$8,816.00
5	Line 3. Deduction to decrease length of building in 1' increments	1	EA	-\$8,816.00
6	Line 4. Price to increase length of marshalling room in 1' increments	1	EA	\$8,816.00
7	Line 5. Switchgear building with switchgear, marshalling room, doors, and other equipment on the opposite side of building (mirror of the standard floor plan)	1	EA	\$0.00
8	Section C - Switchgear Options			
9	Line 6. Substitute 25kV insulators for the bus (if feasible)	1	EA	\$0.00
10	Line 7. Substitute porcelain bus insulators	1	EA	\$2,228.00
11	Line 8. Additional 1200A feeder section (would also require lengthening the building by 4 feet; include only switchgear pricing on this line)	1	EA	\$88,636.00
12	Line 9. Remote circuit breaker racking capability (attached description)	4	EA	\$2,650.00
<u>Note 1: Per the Powell proposal, the \$2,650 for on-board racking is per circuit breaker. As there are 6 circuit breakers in the switchgear the total would be \$15,900. The option for a single external electrically operated racking device also offered on the Powell proposal for \$4,169.00 is also available.</u>				
13	Line 10. Thermal monitoring for typical locations as described in the specification	4	EA	\$49,235.00
14	Line 11. Additional battery charger (Refer to section J in spec)	2	EA	\$14,650.00
15	Line 12. Additional set of station batteries (Refer to Section J in spec)	4	EA	\$85,881.00



Proposal Number: 252868, Rev. 4

Issue Date: 9/20/2023

Validity Expiration: 12/20/2023

**City of Denton
901B Texas Street
Denton, TX 76209**

Attn: City of Denton – Materials Management

We are pleased to offer the following proposal which is our understanding of your requirements subject to acceptance prior to or on the Validity Expiration date noted above. Please advise if there are any questions regarding this proposal. A summary of the scope of work is offered below:

Original Equip Quote/SO #: 252724
Project: 8156 Electrical Buildings
End User: City of Denton
Location: Denton, TX
RFQ/RFP #: N/A
Master Service Agreement #: N/A

Thank you for your time and we look forward to working with you on this project.

Regards,

Matthew Richards

7232 Airport Blvd.
Houston, TX 77061
Senior Sales Executive

P: 832-353-6828

E: matthew.richards@powellind.com



PROJECT SCOPE SUMMARY

Pricing

This project's pricing is based on the necessary labor, materials, and equipment to complete the project as stated within this proposal. The Terms of Payment section of this proposal outlines specific pricing type for this proposal.

- Invoicing as per this proposal terms and Commercial Summary

Field Services

Base Bid Items

- Field Service Installation, Site Acceptance Testing and Equipment Startup (Startup Support) of the PCR
- Rental – AWD Forklift
- Subcontractor – Crane Services

Other Services

- Onsite Customer Training

Attachments / Appendices

- APPENDIX A: Field Service Work Instructions
- APPENDIX B: Powell Standard Terms and Conditions
- APPENDIX C: Training Waiver

Project Narrative

- Powell to provide field service Offloading, Installation, Site Acceptance Testing and Equipment Startup (Startup Support) of a one section PCR and battery system



FIELD WORK SCOPE

Summary

Powell Global Service will provide field services based on the following activities for the project at the customer's site.

SERVICE – PCR Installation

- Installation of Powell Power Control Rooms (PCRs)
- Powell to provide Factory Certified Field Engineer(s)/Technician(s) for onsite labor.
- Powell to provide the following services during the installation of the PCR:
 - Inspection of the PCR section(s) upon arrival with emphasis towards shipping damage or unusual movement of equipment within the building sections during the shipping process.
 - Coordination with the rigging personnel to unload, lift, and set the PCR.
 - Grounding of the PCR
 - Mechanical reconnection of PCR sections
 - Electrical reconnections of PCR interconnects
 - Installation of Ship Loose items (excluding any ironwork, ie. Stairs and landings)
- Cranes, Rigging, and/or Welding Equipment by Powell
- Personnel to operate Cranes, Rigging, and/or Welding Equipment by Powell

SERVICE – Battery Installation

- Installation of Battery Bank within PCR or site built building suitable for battery installation
- Powell to provide Factory Certified Field Engineer(s)/Technician(s) for onsite labor.
- Powell to perform the following:
 - Install battery cells, battery charger(s), and other components associated with station battery bank
 - Reconnect the battery following installation by others
- All battery cells and battery related components to be delivered to the switchgear room that includes the battery room. Typically this would be delivered to the PCR.

SERVICE – Site Acceptance Testing (Baseline and Functional) and Startup Support (Advisory Role)

- Field testing of the electrical distribution equipment and startup support during equipment energization
- Powell to provide Factory Certified Field Engineer(s)/Technician(s) for onsite labor.
- Site Acceptance Testing
 - Testing of the equipment (shown below within the Equipment section) as per the listed documents found in **Appendix A – Field Work Instructions** of this document.
 - Testing definitions:
 - Baseline Testing: Component testing prior to applying control power (temporary or permanent)
 - Functional Testing: Component testing following the application of control power (temporary or permanent)
 - Powell is providing electrical test equipment for Powell's use only during the testing of the equipment.
- Startup Support (Advisory Role)
 - Startup Support (advice) of the Power Control Room and the electrical distribution equipment.
 - Powell to provide field service technician(s) to provide advice to end user technical personnel during energization of equipment.

GENERAL

- See **Appendix A – Field Work Instructions** for further details regarding each of the listed activities noted above.
- Powell services provided via this proposal is solely based on the equipment as listed in the Equipment sub-section (below). Any equipment not listed in the Equipment sub-section is not included and would require additional work which can be performed on a Time & Material basis and will be invoiced in accordance with the Commercial Summary's Project Pricing Rates sub-section of this proposal.
- Powell report to be provided following completion of the work scope as defined within this service proposal.



Working Man-Days, Standard Working Hours, and Mobilizations

- Work to be performed by Powell Global Service Factory Certified technician(s)
- All onsite Working Man-Days are based on ten (10) hours per day per technician as noted below for each line item
- All onsite Standard Working Man-Days are based on Powell Technician(s) working four (4) consecutive ten (10) hour days excluding weekends and/or US Holidays.
- Any work performed on the fifth or sixth (5th or 6th) day is considered Overtime.
- Any work performed on the seventh (7th) day is consider Premium time.
- Any work performed in addition to the standard ten (10) hours of Standard Working Man-Days is considered Overtime, except on the seventh (7th) day which is considered Premium time.
- Powell Field Engineers, Advisor, and/or Technicians are limited to twelve (12) hours per day (excluding turnover time). Any field services in excess of twelve (12) hours in any given day requires Powell Global Service Management approval and will be billed as Premium time regardless of the day of the week.
- See Commercial Summary/Project Pricing Rates for further clarification regarding Standard Working-Days.
- Delays at no fault of Powell that result in Powell technicians working more or less than a Working Man Day (as defined below per line item) will result in standby charges, additional Working Man-Day(s), additional overtime, and/or additional mobilization(s) to complete the tasks.
- Listed below is the number of required personnel, working hours and days, and mobilizations.

Line Item	Description of Service Activity	Techs	Days	Hrs/ Day	Mobs
01	SERVICE – PCR/Battery Installation	4	4	10	1
02	SERVICE – Site Acceptance Testing & Energization Assistance	3	4	10	1

- * **Provided there is no undue standby time, the Senior Field Technician will remain for the duration of the Site Acceptance Testing and the Energization Assistance. If an additional mobilization is required to complete the Energization Assistance, customer will be billed in accordance with this document.**



Equipment

The following list of Power Control Room(s) and/or electrical distribution equipment will have services performed per the Work Instruction within this proposal.

Equipment	QTY
MV Structures, Cells, Breakers, & Disconnects	
MV Switchgear Sections	7
Lightning Arrestors (per set of 3)	5
MV Circuit Breakers	11
Instrument Transformers	
Control Power Transformers	1
Potential Transformers	3
Current Transformers (per set of 3)	35
Power Control Room	
Building (number of sections)	1
HVAC Checks	2
Meters & Relays	
Feeder Protection Relay	11
Differential Relay	2

Facilities with Union based labor

Powell recognizes the labor requirements related to union based facilities, especially regarding the challenges associated with incorporating outside providers during maintenance and/or capital projects. As such, Powell is dedicated to working with the end user to accommodate the union requirements onsite while still utilizing the unique technical skills of Powell's field personnel to ensure the equipment is maintained, installed, commissioned, and/or energized in the safest, most economical, and timely manner.

This proposal as presented is based on the project specifications as received by Powell Global Service. Additionally, the pricing shown in the Commercial Summary of this document is based on Powell's standard field pricing and does not include any union based requirements. If required, Powell can adjust labor and pricing to accommodate the onsite requirements to work with the union and/or incorporate union personnel into the Powell onsite work force.

Please do not hesitate to contact a Powell representative to determine the best methods to approach the onsite activities for this project.



TRAINING

Training Summary

Powell Global Service will provide customer training services in accordance with this proposal and Powell Training Guidelines. Training will consist of the following courses:

Item	Sessions		Total Hours	Course	Course Description	Training Location	Students
	Qty	Hrs Each					
05	1	16	16	COMBO 1	Medium Voltage Switchgear / Circuit Breakers	Onsite	6

Training as quoted herein, does not include provisions for Audio/Visual recording (by Powell or others). If customer requires Audio/Visual recording of training, please contact Powell for additional pricing.

Training Syllabus

Training Courses

COMBO1 – SWGR202-Medium Voltage Switchgear & CB102 -Medium Voltage Circuit Breaker

- Course Description: Medium voltage switchgear and PowlVac circuit breaker operation, control schemes, ratings, testing and general preventative maintenance.
- Pre-requisite: Working knowledge of medium voltage switchgear or equivalent work experience.
- Who Should Attend: Electricians, Maintenance/ Operators and Junior Engineering personnel who wish to gain an understanding on Powell Medium Voltage switchgear design and operation.



COMMERCIAL SUMMARY

SERVICE BID ITEMS

Line Item	Description	Sell Price
01	SERVICES – PCR/BATTERY SYSTEM INSTALLATION	\$ 54,928
02	SERVICES - SITE ACCEPTANCE TESTING & STARTUP SUPPORT	\$ 61,766
03	RENTAL - AWD FORKLIFT (1 WEEK)	\$ 3,350
04	SUBCONTRACOTR – CRANE SERVICES	\$ 25,259
SERVICE TOTAL		\$ 145,303

TRAINING BID ITEMS

Line Item	Description	Sell Price
05	TRAINING – COMBO 1	\$ 8,600
TRAINING TOTAL		\$ 8,600

GRAND TOTAL \$ 153,903

Notes

- All sales are sold in accordance with the Powell Electrical Systems Standard Conditions of Sale unless otherwise noted in this proposal.
- The Powell Electrical Systems Standard Conditions of Sale are included within this document.
- The price is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job will be evaluated and could alter the price provided in this proposal.

Additional Days and/or Mobilizations

- Additional Days
 - Any additional fees, part, materials, equipment, and/or labor charges associated with extra onsite days will be billed in accordance with the terms of this proposal.
- Additional Mobilizations
 - Any additional mobilizations necessary for onsite services will be billed in accordance with the terms of this proposal.

Thank you for allowing Powell the opportunity to serve you. Should you have any questions or additional requirements please contact me.

Regards,

Signatures

Matthew Richards

7232 Airport Blvd.
Houston, TX 77061
Senior Sales Executive

P: 832-353-6828

E: matthew.richards@powellind.com

Jason Pullins

7232 Airport Blvd.
Houston, TX 77061
PSD/PGS Sales Manager

P: 865-964-7486

E: Jason.Pullins@powellind.com

**Project Pricing Rates (Continental US Only)****LABOR (ONSITE, MOBILIZATION, AND REPORT) – 10 HOUR DAYS**

Activity Type	Class	Environment	Type	Hours	Workday	Sell Rate
ADVISORY	Field Advisor/Engineer	Onsite	Daily	10	Mon-Thu	\$ 2,500 / day
ADVISORY	Field Advisor/Engineer	Onsite	Daily	10	Fri-Sat	\$ 3,750 / day
ADVISORY	Field Advisor/Engineer	Onsite	Daily	10	Sun	\$ 5,000 / day
TRANSIT	Transit Tech	Onsite	Daily	10	Mon-Thu	\$ 1,980 / day
TRANSIT	Transit Tech	Onsite	Daily	10	Fri-Sat	\$ 2,970 / day
TRANSIT	Transit Tech	Onsite	Daily	10	Sun	\$ 3,960 / day
LEVEL I / LEAD	Sr. Field Tech	Onsite	Daily	10	Mon-Thu	\$ 1,980 / day
LEVEL I / LEAD	Sr. Field Tech	Onsite	Daily	10	Fri-Sat	\$ 2,970 / day
LEVEL I / LEAD	Sr. Field Tech	Onsite	Daily	10	Sun	\$ 3,960 / day
LEVEL II	Field Tech	Onsite	Daily	10	Mon-Thu	\$ 1,800 / day
LEVEL II	Field Tech	Onsite	Daily	10	Fri-Sat	\$ 2,700 / day
LEVEL II	Field Tech	Onsite	Daily	10	Sun	\$ 3,600 / day
JOB PREP	Any	Offsite	Hourly	1	Mon-Fri	\$ 180 / hr
SAFETY TRAINING	Any	Onsite/Offsite	Hourly	1	Mon-Fri	\$ 180 / hr
ACCESS TRAINING	Any	Onsite/Offsite	Hourly	1	Mon-Fri	\$ 180 / hr
REPORT	Any	Office	Hourly	1	Mon-Fri	\$ 198 / hr

EXPENSES (AS REQUIRED)

Description	Cost	Std Markup	Rate
Airfare (estimated)	\$ 750.00 / ticket	25%	\$ 938 / ticket
Mileage	\$ 1.65 / mile	0%	\$ 1.65 / mile
Lodging – Metro High (estimated)	\$ 250 / night	25%	\$ 313 / night
Lodging – Metro Medium (estimated)	\$ 180 / night	25%	\$ 225 / night
Lodging – Metro Low / Rural (estimated)	\$ 125 / night	25%	\$ 156 / night
Per Diem	\$ 80 / day	0%	\$ 80 / day
Rental Car/Fuel (estimated)	\$ 75 / day	25%	\$ 94 / day
Test Equipment (estimated)	\$ 809 / day	25%	\$ 1,011 / day
PCR Installation Tools/Mtl (estimated)	\$ 2000 / day	25%	\$ 2,400 / day
Switchgear Installation Tools/Mtl (estimated)	\$ 2000 / day	25%	\$ 2,400 / day
Estimated Round Trip including Travel Labor, Mileage, Lodging, and/or per Diem as required (Driving – Up to 500 miles round trip from Powell Service Center)			\$ 4,073 / day

- All rates shown are per person
- All Rates and Expense Estimates are based on Powell's 2022 Rates, dated March 1, 2022
- Rates and Expense Estimates shown within this table are for ten (10) hour days and billed as daily rates (not hourly)
- * A single domestic (Continental US) mobilization for a single technician/engineer includes the following:
 - For Customer Sites that are greater than 250 miles (one way) from Powell Service Center
 - Two (2) days of eight (8) hours per day of travel labor at standard field technician rate
 - Two (2) nights of additional lodging and per Diem
 - Round Trip Airfare from Powell Service Center to nearest airport with commercial jet service
 - For Customer Sites that are greater than 60 miles and less than 250 miles from Powell Service Center,
 - Two (2) days of four (4) hours per day of travel labor at standard field technician rate
 - One (1) night of additional lodging and per Diem
 - Mileage charges for round trip miles and based on the mileage rate shown above
 - For Customer Sites that are equal to or less than 60 miles from Powell Service Center, no mobilization(s) applicable
 - Distance to Customer Site is measured utilizing the shortest path of travel as per Google Maps or other online mapping application.
 - Powell Service Center locations
 - Houston, TX



CLARIFICATIONS / DEVIATIONS / EXCEPTIONS

Clarifications and Exceptions: Commercial and technical clarifications, deviations, and exceptions will be detailed in either:

- Powell's standard Clarification Log (SAE-FO-0033) or
- Customer supplied Clarification Log which was provided with the RFP/RFQ.

The applicable Clarification Log will accompany this proposal as an attachment and shall be referenced as a part of any resulting contract or purchase order.



TERMS OF PAYMENT

- Prices:** All pricing in USD Currency
 Equipment/Parts/ Material: Lump Sum (Firm)
 Labor/Services: Time and Material (T&M)
- Taxes and Duties:** Not Included
- Terms of Payment:** **NET (30) days from invoice date.**
Invoices are subject to a charge of 1.5% per month until payment is received.
 All labor and training items will be billed every other Friday for the duration of work.
 The following progress payments are applicable to this proposal's equipment line items:
- Parts & Materials
 - 40% - Order Entry
 - 25% - Approval Drawing Submittal
 - 15% - Release to Manufacture
 - 20% - Shipment
 - Labor
 - 20% - Order Entry
 - 30% - Mobilization
 - 50% - Work Completion
- Rescheduling Fees:** The following rescheduling fees apply to services when changed at no fault of Powell's (percentage of Purchase Order amount relating to services)
- 0% - >15 Days
 - 5% - 8-15 Days
 - 15% - 3-7 Days
 - 25% - <72 Hours
- Price:** In the event that the order is delayed for any reason not within the control of Powell Industries, the price shall be increased 1% for each full month or fraction thereof that the shipment is delayed beyond the confirmed shipment date.
- Standard Warranty (Equipment, Buyout, Parts, Materials)** Powell's standard warranty is included in the lump sum bid for this proposal at No Additional Cost. Powell's standard warranty is 18 months from shipment or 12 months from energization (whichever comes first).
 Note: Extended Warranty can be offered upon request.
- Labor Warranty:** If the Company repairs equipment or supplies technical direction of installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by the Purchaser, and shall run for a period of ninety (90) days.
 If the equipment repaired hereunder does not meet above warranty, and if the Purchaser promptly notifies the Company, the Company shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing any defective or damaged parts of the equipment, or by making available at the Company's plant necessary repaired or replacement parts. The liability of the Company under this warranty or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of the Company.



Cancellation Schedule: The following cancellation percentages are applicable to Equipment, Parts, Materials, Labor, and Training proposed within this document:

Parts and Materials

Standard Powell Parts/Materials

If customer cancels a Standard Powell Part or Material order prior to shipment, a 15% cancellation fee applies. Orders cancelled after shipment are subject to cancellation fee of 15%, plus restocking fees as applicable.

Custom Parts

All custom parts are considered Equipment and the Equipment Cancellation Schedule above applies where applicable.

Restocking Fees

- Returns of Standard Powell Parts and/or Materials, is subject to a 35% restocking fee.
- All Sales on Custom Parts are final (no returns)
- Returns must be received by Powell no later than 60 days from date of shipment, returned unused in its original packaging.
- A minimum of 50% restocking fee will apply to authorized products returned used, but prior to commercial service, and in good condition, to a maximum of 60 days from date of shipment.

Labor & Training (From Scheduled Start Date)

0% - >15 Days

Actuals + 15% - 8-15 Days

Actuals +25% - 3-7 Days

Actuals +50% - <72 Hours

Freight:

Payments for freight charges are NET 30 days and are subject to a charge of 1.5% per month until payment is received

Freight will be billed at cost plus 20%

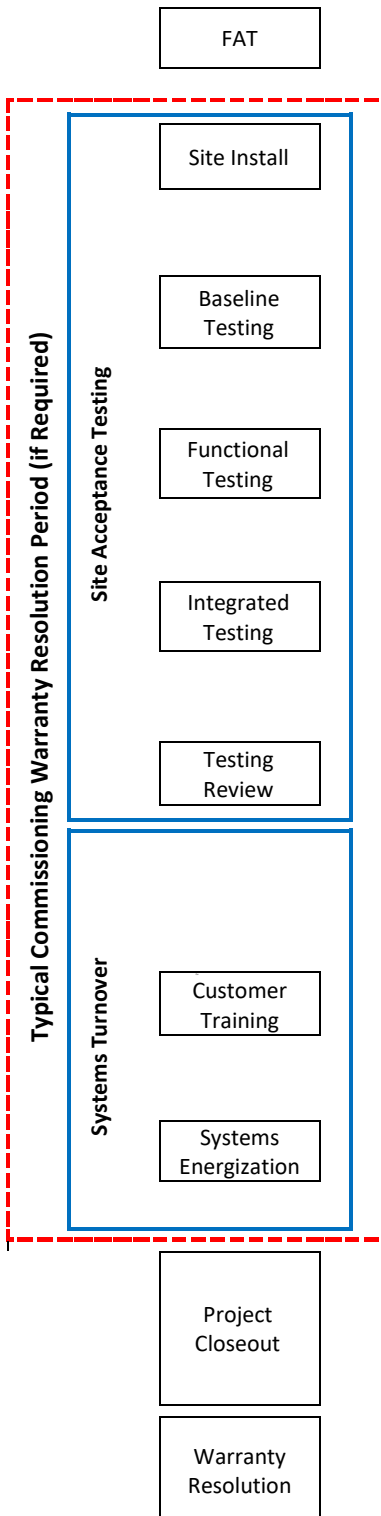
Shipping Preparation: Standard and domestic preparation only is included in base price, unless otherwise stated.



APPENDIX: A

FIELD SERVICE WORK INSTRUCTIONS

PROJECT TIME LINE & DEFINITIONS



Factory Acceptance Testing (FAT) – Customer witnessed testing conducted at the factory to equipment, to systems, and for specification compliance prior to equipment shipment to site. Not a substitution for Site Acceptance Testing (see below).

Site Installation – Installation of equipment (Power Control Rooms, Electrical Distribution Equipment, and Electrical Distribution Accessories) at the customer site.

Site Acceptance Testing (SAT) – Series of checks and tests to confirm all components, subsystems and systems operate properly. Site Acceptance Testing is divided into 3 phases:

Baseline Testing – Non Energized Tests of the individual components that comprise the Electrical Distribution Equipment and is performed prior to supplying control power (permanent or temporary) to any of the equipment. Circuit Breakers, Bus Work, Mechanical Components, and Static (non-energized) Portions of Protective Relays and Instrumentation Transformers are typical components that are tested in this phase.

Functional Testing – Energized Tests of the individual components that comprise the Electrical Distribution Equipment and is performed after supplying control power (permanent or temporary) to any of the equipment. Energized Protective Relays, Indicating Lights/Meters, Functional (signals and/or electrical potential) Tests of Switches and Actuation Devices (solenoids, etc.) are typical components that are tested in the phase.

Integrated Testing - Tests that are performed to ensure the subsystems will work properly as a cohesive unit with its respective components installed and/or in place. An example of Functional Testing would be the tests to ensure that all of the components within a Medium Voltage Circuit Breaker vertical section (Breaker, Relay, CT's, PT's, wiring, switches, lights, and other accessories) or a Medium Voltage Line Up (multiple vertical sections) all work properly as a single unit.

Testing Review – Upon completion of the phases within the SAT, a review of the data collected during the testing is required prior to energization to ensure it is safe to proceed to the Systems Energization stage.

Systems Turnover – After the electrical distribution equipment has been verified to be in proper working order by the SAT team, the End User will begin taking ownership of the equipment by receiving the necessary training on the equipment (if necessary) and beginning the energization of the equipment in order to place it online within their local electrical distribution system.

Customer Training – Training of the End User's Electrical Maintenance and Operational teams. Training should be specific to the actual equipment being commissioned, while general enough to cover the proper electrical safety needed to operate and maintain the equipment. Operation and Maintenance Manuals will typically be issued to the End User and utilized by the trainees during the training sessions to assist in familiarization of the new equipment.

Systems Energization – Following completion of Site Acceptance Testing (including testing review), the End User's electrical team, with advice from the SAT team, will begin the process of energizing the individual systems, gradually increasing the number of systems energized to comprehensively energize the system as a whole integrated package.

Project Closeout – Finalizing the project, Commissioning Team will perform the following with End User:

Final Review of all Testing documents

Identify any test results that may require additional monitoring

Present a suggested Preventative Maintenance Schedule to the End User

Inventory and Review with End User any Spare Parts that may have been purchased with the equipment

Typical Commissioning Warranty Resolution Period – Most warranty claims for Electrical Distribution Equipment occur during the Commissioning phase of the equipment. Although not always the case, any warranty related issues are normally discovered during the Site Installation and SAT portions and ideally resolved during that same period.



PCR INSTALLATION RESPONSIBILITIES

ACTIVITY	Services to Install PCR		Advisory during PCR Installation	
	PGS	Others	PGS	Others
Installation Preparation and General Activities				
All Civil Work including lay-down area for ship loose items during installation		P		P
Provide PCR anchoring points (bolt or weld points) on foundation, piers, or columns		P		P
Safety Training (General and Site Specific)	P			P
Job Walk	S	P		P
Review Lift Plan with site personnel & crane operator	S	P		P
Installation Scheduling	A	P		P
Coordination of onsite/offsite power outages & switching/isolation of energy sources		P		P
Temporary 120V/480V Power and Lighting		P		P
Safety Anchor Points (for elevated work)		P		P
Develop and Execute the Lockout and Tagout (LOTO) for project		P		P
Personal Locks on LOTO (Daily)	P			P
Daily Work Permits	S	P		P
Daily safety briefs (Tailgate Safety Meetings)	P		S	P
Building Section(s) Installation Period				
Contract Services (Cranes, Welder, Scaffolding, and Dumpster)	S	P		P
Inspect PCR section for damage upon arrival at site	P	S	Advise	P
Removal & Disposal of shipping materials	P		Advise	P
Preparing the PCR section for lifting (lift lugs, etc.)	P		Advise	P
Coordinate with crane personnel to lift & set PCR section	P		Advise	P
Verify alignment of PCR section during setting process	P		Advise	P
Pulling PCR section towards existing PCR section(s)	P		Advise	P
Bolting PCR sections together at the base, walls, and ceiling areas	P		Advise	P
Torquing of fasteners used to secure the sections of the PCR	P		Advise	P
Installation of temporary ground (prior to welding)	P		Advise	P
Installation of permanent PCR ground(s)	S	P	Advise	P
Bolt PCR to anchor point (if bolting is to be used)	P		Advise	P
Installation of Mobil Seal, caulking, and/or extreme tape	P		Advise	P
Installation of ridge caps and/or building skirts	P		Advise	P
Ship Loose Installation Period				
Installation of HVAC and HVAC pressurization units	P			P
Installation of door, rain canopies, gutter, and/or downspouts	P			P
Installation of lightning protection	P			P
Installation of exterior lighting and outlets	P			P
Installation of exterior alarm systems components (lights, alarms, etc.)	P			P
Installation of stairs, elevated platforms, and/or platform rails		P		P
Installation of battery cells/jars, battery charger(s), battery racks, and DC components	P	S		P
Interconnect Wiring, Cabling, and/or Bus Duct				
Installation of pre-terminated cables/wires that were "rolled-back" before shipping	P			P
Installation/Torquing of bus duct splice plates that were removed before shipping	P			P
Booting of all pre-determined interconnects made across shipping splits	P			P
Installation/terminating/torquing of field wiring, cabling, and/or bus duct		P		P
Installation of any terminations (lugs, splice kits, stress cones, etc.)		P		P
Mechanical Checks and Alignment Verification				
Verification of equipment door alignment and adjustments	P			P
Verification of PT and/or CPT compartment alignment and adjustments	P			P
Verification of the breaker racking process	P			P
Verification of the mechanical operation of shutter assemblies	P			P
Verification of mechanical interlocks	P			P
Verification of mechanical operation of circuit breakers	P			P
Inspection of equipment and building for correct installation	P			P
Verify that neither equipment or building was torqued/twisted during shipment	P			P
Verify that neither equipment or building was torqued/twisted during installation	P			P

P	Primary	Party that has primary responsibility to perform stated activity
S	Secondary	Party that has secondary responsibility to perform stated activity
A	Assist	Party that assists Primary and Secondary party during performance of stated activity
ADVISE	Advisory	Party that provides only advice during the performance of the stated activity



SERVICE – PCR Installation

Summary

Powell will provide field service technicians for Installation Services the multi-section Power Control Room as outlined in this proposal and in accordance with established procedures and documentation. Powell will provide the following field services:

- Factory Certified Technician(s) for services outlined in this proposal and in accordance with established procedures and documentation.

Scope of Work

This Scope of Work is for the installation of a multi-section Power Control Room. Powell is providing personnel to work in cooperation with customer supplied rigging and labor personnel and equipment to complete the installation.

- All references in scope of work are from *any or all* of the following documents:
 - Manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)
 - Onsite Installation would consist of providing technical expertise and labor necessary for the placement, weatherizing, anchoring, ship loose assembly and internal power connection(s) of the Power Control Room.

SINGLE-SECTION PCR INSTALLATION

For customer's clarification, the following are the basic steps associated with installation of a Single-Section Power Control Room. Note, the steps noted here are just an outline of the procedure necessary to install the equipment. Please refer to the respective Instruction Bulletin(s) for further detail and instruction.

Installation Overview

- Site would be prepared for the arrival of crane followed by the PCR.
- Crane service would be staged in preparation of PCR arrival.
- On PCR arrival, the crane would commence with attachment and lifting operations.
- Shipping materials would be removed and placed in dumpster for disposal.
- Anchoring and final structural connection would be performed.
- Ship loose items would be installed.

Installation Process (Lift and Set)

- Project Specific Installation Sequence during the Lift and Set stage:
 - Section will be placed in position.
 - Section will be grounded.
 - Section will have the building anchored/welded to secure it.

Installation Process (Dry In)

- Project Specific Installation Sequence during the Dry In stage:
 - Caulking will be applied at all caulking points.
 - PCR is considered "Dry" at this point.
 - All rain canopies if required will be installed and sealed.

Installation Process (Interconnects)

- Termination of Shipping Split Interconnects would consist of:
 - Termination of control wiring that was disconnected and "rolled back" at the Powell factory to facilitate the shipment of the PCR.



- Termination of the power cables that were disconnected and “rolled back” at the Powell factory to facilitate the shipment of the PCR.
- Installation of bus duct splice plates that were disconnected at the Powell factory to facilitate the shipment of the PCR.
- All terminations would be torqued to manufacturer recommendations
- All terminations requiring boots and/or taping will be performed.
- Only equipment included in the Original Equipment quote, internal to the PCR, and that had conductors (control wires, power cables, and/or splice plates) removed for the shipment of the PCR are included as part of this line item.
- Powell does not install the following wiring/cables/bus associated with the PCR:
 - Any field wiring
 - Any new wiring not included with the PCR
 - Any field cables
 - Any new cables not included with the PCR
 - Any bus / bus ducting not internal to the PCR
 - Any bus / bus ducting not provided by Powell
 - Any terminations (lugs, splice kits, stress cones, etc.)

Installation Process (Ship Loose Items)

- Powell will install the following components associated with the PCR:
 - HVAC and/or HVAC components (stack, pressurization, etc.)
 - Door Awnings
 - Downspouts
 - Lightning Protection
 - Lighting
 - Exterior outlets
- Powell does not install the following items associated with the PCR:
 - Any iron work (i.e. stairs, landings, light poles, etc.)
 - Any items not purchased as part of the PCR from Powell

Mechanical Checks

- Performing mechanical checks and alignments of Powell furnished equipment which will include but not be limited to:
 - Equipment door alignment and adjustments
 - PT compartment adjustments
 - Breaker racking process
 - Mechanical operation of shutter assemblies
 - Verification of any mechanical interlocks
 - Mechanical operation of circuit breakers
 - Inspection for correct equipment installation.



2/18/2022 IHB- 1966

**IMPORTANT NOTE:****PRIOR TO INSTALLING A MODULAR HOME OR BUILDING PLEASE READ CAREFULLY**

The Building Site Inspection Program. This outlines the responsibilities of the industrialized builder for the installation of industrialized housing and buildings (IHB). A copy of this document may be downloaded from the TDLR web site at:

<http://www.tdlr.texas.gov/ihb/bldgsite.htm>

The Builder Responsibilities, IHB Bulletin #10-001. Provided with this certificate and can be found on our website at:

<http://www.tdlr.texas.gov/ihb/pdf/ihb082.pdf>

POWELL ELECTRICAL SYSTEMS INC
ATTN: LICENSING DIVISION
7232 AIRPORT BLVD
HOUSTON TX 77061-3931

Registration Expires:
3/5/2023



Registration Number:
IHB- 1966

Texas Department of Licensing and Regulation

HEREBY ACKNOWLEDGES THAT
POWELL ELECTRICAL SYSTEMS INC

7232 AIRPORT BLVD - HOUSTON, TX

is registered as an Industrialized Housing and Buildings


INDUSTRIALIZED BUILDER

For consumer complaints please contact:

TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157 - Austin, TX 78701 - 1-800-803-9202 (in Texas) or (512) 539-5600

Issued on:
2/18/2022


Mike Arismendez, Jr., Executive Director

**SHIP LOOSE INSTALLATION**

- Technicians would perform activities necessary to complete the installation of the ship loose items. If after the scheduled period the work is not complete the labor to complete would be billed in addition to the price quoted as per the included rate schedule. Scope of work and responsibilities are as listed below. Estimated price includes round trip travel expenses.
- Powell to provide equipment to rig and lift components as needed.
- Powell to perform the following:
 - Install ship loose assemblies to include:
 - Lights
 - Top cap/roof bushings
 - Rain shields
 - HVAC units
 - AC accessory boxes
 - Reconnect all internal control wiring within the PCR and spanning shipping splits de-terminated for shipping including:
 - Lighting
 - Battery charger
 - SCADA connections
 - AC/DC connections
 - Control pane connections
 - Termination cabinet connections
 - Shipping split junction boxes
 - Buswork
 - Ground splices
 - Reconnect the battery following installation by others
 - Not included in ship loose installation:
 - Any iron work (stairs and landings)
 - External control or power cables/wiring
 - Terminations from any external (field) wiring or cabling within, on, or under the PCR
 - Any testing of the PCR, electrical distribution equipment, or ship loose items



BATTERY INSTALLATION

- Technicians would perform activities necessary to complete the installation of the station battery bank. If after the scheduled period the work is not complete the labor to complete would be billed in addition to the price quoted as per the included rate schedule. Scope of work and responsibilities are as listed below. Estimated price includes round trip travel expenses.
- Battery cells, chargers, and other items associated with the station battery bank to be placed into the switchgear room/Power Control Room in which the battery bank will be installed is the responsibility of others.
- Powell to perform the following:
 - Install battery cells, bus sections, cabling, and other components that compose the station battery bank
 - If applicable install battery charger(s), disconnect switch(es), and other station battery bank accessories
 - Electrically connect station battery bank with battery bank accessories and associated DC loads
 - Test the station battery bank, battery bank accessories, and associated DC loads in accordance with manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Assist customer/end user in placing the station battery bank and the DC system in service to supply power to the switchgear control circuits.

CRANES AND RIGGING

- Powell provided crane and rigging subcontractor to provide the following:
 - Personnel

Classification	Labor	Days	Hrs/Day
Crane Operator	1	1	10
Rigging Personnel	2	1	10
Welder	1	1	10

- Equipment

Equipment	Qty	Days	Hrs/Day
Hydraulic Crane (up to 100 tons)	1	1	10
Spreader Bar	1	1	10
Equipment Mobilization	2	n/a	n/a

- Notes:
 - Allowance for crane size is based on equipment weights and anticipated lift plan. If site conditions/lift plan demand an additional crane, a different sized crane, and/or crane support equipment (mats, ground work, etc.) to perform the installation, additional charges may apply and will be billed in accordance with this proposal.
 - Lift and Set of the PCR section(s) must be performed with one (1) lift.
 - Setting of the PCR section(s) must be that the PCR section does not require any additional moving in excess of total of two (2) feet of lateral movement in all directions. Lateral movement of PCR's involving more than one section typically requires 13" to 24" based on design columns, foundations, etc.
 - Powell provided crane and/or crane operator not to perform any lifts of iron work under Powell contract.

**SERVICE – Site Acceptance Testing (Baseline and Functional) and Startup Support (Energization Assistance)****Summary**

Powell will provide Factory Certified technician(s) for baseline and functional testing services, and energization and startup assistance as outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

Scope of Work

All references in scope of work are from *any or all* of the following Powell documents which are listed in their order of hierarchy:

- All references in scope of work are from *any or all* of the following documents:
 - Manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

SITE ACCEPTANCE TESTING (BASELINE AND FUNCTIONAL)

- Baseline electrical testing of the listed components prior to supplying control power (permanent or temporary) to the electrical distribution equipment. These checks are based on the necessary tests and verifications needed to adequately place the equipment in a safe condition following installation by others and factory testing, and are designed to confirm the individual components are in proper working order prior to applying electrical power (Line Power and Control Power) to the systems.
- Functional electrical testing of the listed components during and/or following application of control power (permanent or temporary) to the electrical distribution equipment. These tests are designed to confirm the readiness of the equipment under normal conditions with all switchgear controls energized and in operation.
- Testing of the equipment includes the following types of inspection/testing:
 - Visual Inspection
 - Mechanical Inspection
 - Standard Electrical Tests
- NOT INCLUDED in the testing are the following types of inspection/testing:
 - Optional Tests (as defined by the reference documents as shown above)

STARTUP SUPPORT (ENERGIZATION ASSISTANCE)

- Technical energization and startup advice for the following activities would be provided to the client's energization team personnel:
 - Powell Technician would provide technical information, guidance and advice to those performing switchgear energization and systems startup.
 - Technician would provide information, technical knowledge and guidance on the proper methods of performing system testing as requested, actual testing to be performed by others.
 - Technician would review the technical information concerning any relaying and functions to be used in the relays and give advice as to the best use for the relays' functions.

**APPENDIX: B****TRAINING WAIVER**

Date: _____ Quote/SO Number(s): _____

Customer Name: _____

Customer Address: _____

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Acknowledged and Agreed to (date): _____

Company Name: _____

By: _____ Title: _____



PROPOSAL NO. 252724, REV 6
October 23, 2023

REFERENCE: 8156 Electrical Buildings

City of Denton
Materials Management
RFP # 8156 Medium Voltage Switchgear Buildings
901B Texas Street
Denton, TX 76209

We are pleased to offer the following proposal, which is our understanding of your requirements, subject to acceptance by November 1, 2023. Please advise us if there are any misunderstandings. This quotation is also subject to change upon notice.

Powell is pleased to submit the following equipment proposal for your review and consideration.

The Equipment Descriptions and Bills of Material presented represent our best understanding of your equipment requirements based on the specifications, one-line drawings, and data sheets provided with the inquiry package.

Please review the content of our proposal and advise any changes or additions required to meet your specific project needs. Pricing submitted is based on the Bills of Material and Equipment Descriptions listed within this proposal.

Also note that any purchase order resulting from this proposal must reference the Powell proposal number in the contract documents.

Thank you for the opportunity to earn your business. Our Bill of Material and Pricing is as follows:

**REFERENCE: 8156 Electrical Buildings**

Power Control Room
Tag Number: 8156 PCR 1

One (1) Powell PCR®, Power Control Room suitable for installation in an unclassified area with approximate exterior dimensions of:

16' 0" Wide with 6" wall thickness	Low ambient temperature: -20°F
48' 0" Long with 6" wall thickness	High ambient temperature: 120°F
12' 0" High less base and roof cap (interior height)	Altitude: 640 FT. above sea level

Estimated shipping dimensions and weight:

16' 9" Wide including 4.5" overhang on each side	Roof live load: 40 PSF
48' 5" Long including 2.5" overhang on each end	Floor live load: 150 PSF
14' 7" High including base and roof cap (approximate)	Basic wind speed: 125 MPH
Estimated weight including equipment: 86,525 LBS	

Structural Base:

- Welded channel construction, skid type, with structural supports and removable lifting lugs
- Steel floor, 1/4" thick with non-skid paint.
- 16 Floor penetrations, with surface mounted covers

Metal Preparation and Paint Finish:

- The welded base assembly is grit blasted to comply with the Commercial Blast Standard SSPC-6 as published by AISC.
- After blast, a primer is applied to the entire base using an industrial grade, high solid, and high build epoxy. The primer is applied to a minimum thickness of 4 mils.
- The structural elements of the base including all channels and angles are caulked to seal gaps and spaces that might allow moisture to collect.
- A second application of industrial grade, high solid, high-build epoxy is applied to the bottom of the base assembly. This application is BLACK in color and is applied to a minimum thickness of 4 mils.
- The sides of the base are finished using a black polyurethane paint with a minimum thickness of 2 mils.
- Total dry film thickness after coating:
 - For the top of the floor is 2 mils minimum
 - For the sides of the base is 6 mils minimum
 - For the bottom of the base is 8 mils minimum



REFERENCE: 8156 Electrical Buildings

- Exterior interlocking panels, will be White (ANSI 01) per Powell Application Procedure. All interlocking panels and interior wall liners are pre-painted prior to assembly. An all-weather sealant is applied to all seams.

Exterior Wall, Interior Wall, Ceiling, and Roof Panels:

- Exterior walls and roof to be constructed of interlocking Powell, Pow-R-Loc panels. The design as a minimum, is to meet wind load requirements of IBC 2015
- Wall panels of 18 gauge galvanized steel painted White (ANSI 01) (Smooth)
- Roof panels of 18 gauge galvanized steel painted White (ANSI 01) (Smooth)
- Interior wall liner panels 16 gauge galvanized steel painted White (ANSI 01) (Smooth)
- Interior ceiling panels 16 gauge galvanized steel with integral Powl Strut System painted White (ANSI 01) (Smooth)
- Roof will have a slope of 1/4 inches per foot minimum

Insulation for Base, Walls and Roof:

- Polyurethane spray on foam (3" R-20.1), meets ASTM E84 Flame Spread Test
- 6" code compliant wall with effective R-18.3 continuous insulation
- Code compliant roof with effective R-19.4 continuous insulation

Doors and Hardware:

- 2 Sets of aluminum panic door hardware, with door closer & key lock
- 1 Personnel door, single wide, 3' x 7', Painted Galvanized Steel with 12" X 12" viewing window
- 1 Equipment door, single wide, 4' x 8', Painted Galvanized Steel with 12" X 12" viewing window
- 7 Painted HRPO equipment rear access doors without split, Arc-resistant
- 21 Linear feet of drip shield over rear access doors (Alu.)
- 20 Linear Feet of interior wall partition, 16 gauge with 16 gauge inner liner
- 1 Interior personnel door, single wide, 3 x 7 Feet, 14 gauge with hardware, (fire rated)

The PCR® will include the following accessory items:

- 1 AC Panel 240/120VAC, 1 Phase, 3 Wire, 250A Main Bus, 42ckt with 150A Main Breaker, 10kAIC
- 1 Lot of Interior Vapor Tight LED lighting fixtures
- 5 Interior LED lighting fixtures, with a minimum 90 minutes emergency battery backup
- 5 Light switches

**REFERENCE: 8156 Electrical Buildings**

- 9 GFCI receptacles, general purpose
- 3 Exterior GFCI receptacles
- 2 Exit & Emergency Light Combo with dual LED lamps, 120/277 VAC
- 1 Lot of EMT conduit and wireway for interior and RGS for exterior building services
- 1 Lot of THHN/THWN wiring for utility lights, receptacles and space heater circuits

Equipment Power and Control Wiring and Interconnections:

- 30 Feet of cable tray 6", 12", or 18" wide x 4" deep Aluminum
- 30 Feet of cable tray 24" wide x 6" deep Aluminum
- 2 Cable tray tees 4" deep 6", 12" or 18" wide
- 2 Cable tray tees 6" deep 24" wide
- PCR Power wiring limited to 162 Terminations
- PCR Control wiring limited to 296 Terminations

Exterior Devices:

- 1 Three Position (HOA) Control Switch with lighting contactor suitable for switching of exterior lights as required
- 1 Photocells, general purpose
- 2 General Purpose exterior light, LED Wall Pack, 70W Metal Halide Equivalent

UPS and DC System Components:

- 1 DC Power Panel 250VDC, 250A Main Bus, 40ckt with 150A Main Breaker, 10KAIC, DCP-1
- 1 DC Power Panel 250VDC, 250A Main Bus, 40ckt with 150A Main Breaker, 10KAIC, DCP-2
- 1 Eye Wash & Bowl
- 1 Mechanical installation of a Battery Charger Floor Mounted Type
- 1 Mechanical installation of a Battery Rack
- 1 Mechanical installation of a Battery Spill Pan
- 1 Furnished and Install Non-Fused 2-Pole Safety Switch battery Disconnect 200 Ampere

Fire Stop Equipment:

- 2 CO₂ 10 LB. fire extinguisher rated B-C

**REFERENCE: 8156 Electrical Buildings****Standard HVAC System:**

- 1 Building HVAC system for a non-classified area, to include:
- 2 5-Ton Wall mounted HVAC with 10kW electric heat unit, 208-230V, 1-phase, 60Hz to include:
 - BARD 11.0 EER HVAC part no. W60AC-A10ZXAXXJ
 - Aluminum air conditioner cabinet
 - Economizer for equipment building with Enthalpy sensor for operation down to -40° Fahrenheit
 - Compressor control module located on the Back side, adjustable from 30 seconds to 5 minutes
 - Phase rotation monitor
 - High and Low pressure switches with built-in auto-reset
 - Factory installed internal disconnect MCCB, padlockable
 - MERV2 1-in disposable air filter
 - Dry contracts for remote alarm or lockout
 - Auto changeover digital thermostat
 - ANSI/UL 1995/CSA 22.2 No. 236-05

HVAC Accessories:

- 1 Lead lag controller with enhance alarm and Ethernet board, 2 units, MC4002-BC
- 2 GE heavy duty, non-fusible, external NEMA 3R disconnect (on/off) switch installed on wall mounted HVAC

Mechanical Equipment Installation:

- 1 Lot of installation of Powell furnished equipment to include:
 - 7 Sections of Medium Voltage ARC Resistant Switchgear Complete with Plenum Assy.
 - 4 Mechanical installation of a circuit breaker test cabinet
 - 2 Wall Mounted HVAC Unit(s)

Miscellaneous:

- 1 Marshalling room Panel 10
- 1 Marshalling room Panel 11
- 1 Marshalling room exhaust fan and duct assembly
- 1 HVAC system sizing calculations, by Powell
- 1 Common keyed entrance door locks
- 1 HVAC control panel
- 1 One quart Gray touch up paint for PCR



REFERENCE: 8156 Electrical Buildings

- 1 One quart White touch up paint for PCR
- 1 Lot conduit for cable tray drops
- 1 Wind load design 140MPH
- 1 Roof Live Load 40 PSF
- 1 PCR destination, Denton, Texas
- 1 Un-classified area of installation
- 1 Elevation at site, 640 feet below sea level
- 1 High temperature for HVAC sizing 121°F
- 1 Low temperature for HVAC sizing 21°F
- 1 Quoted two (2) - 5 Ton, wall mounted HVAC Unit for the electrical room, with control
- 1 Recommended rigging arrangement and spreader bar design drawing only
- 1 External battery connection, similar to 225999
- 1 Exterior conduit riser, mounted on exterior of marshalling room wall, includes cable tray, Powell part # 1113925
- 1 Set 27kV 2000A 150BIL roof bushings and roof structure, risers
- 1 Manual transfer/disconnect, 200a, for transfer between CPT AC source and external AC source
- 1 Manual transfer/disconnect, 200a, for transfer between internal battery and external battery
- 2 Rough in, j - boxes and conduit only, for field installed door access controls
- 1 Roof Top Box assembly
- 1 Riser Bus to connect MV SWGR to Roof Top Bushing
- 1 Additional riser bus hardware and bus bars to Roof Top Bushing Assembly, shipped-loose for field installation, designed to allow a 90 degree rotation of the Roof Top Bushing Assembly orientation
- 1 Lot of Internal device nameplates if required
- 2 Bulkhead frame assembly with blank aluminum cover (less than three square feet each)
- 1 Structural Analysis by Professional Engineer for the State of Texas to confirm PCR design and structural integrity per IBC 2015
- 1 State of Texas code compliance licensing fee



REFERENCE: 8156 Electrical Buildings

HVAC Ductwork

(1) Provide and install Ductwork as follows:

- Provide and install 1” internally lined galvanized sheet metal ductwork to customer supplied units
- Provide and install necessary supply air grills
- Provide and install return air grills
- Ductwork to be installed using duct mate connections at Powell
- Provide and install necessary backdraft dampers
- Provide all necessary hangers and supports needed for the internal duct work
- Provide (1) general purpose CAPS 106 CFM exhaust fan /120v motorized damper incorporated in one and painted white.



REFERENCE: 8156 Electrical Buildings

125 VDC System

Item 1

Alcad MB Series 25 Year NiCd Pocket Plate Battery

125VDC 25 Year NiCd Station Battery sized per the below parameters:

Number of Cells: 92	Minimum Temperature: 77 °F
Number of Jars: 92	Design Margin: 1.10
Final volts per cell: 1.14 vpc (average)	Aging Factor: 1.25
Parallel Strings: 1	

Profile: Step Load

Step 1: 57.10 amps for 1 minute

Step 2: 17.50 amps for 478 minutes

Step 3: 57.10 amps for 1 minute

Random Amp: N/A

Random Time: N/A

Total Time: 480 minutes

AH Removed: 141.32

Battery:

Model: MC-240P

Specific Gravity: 1.2

C8 Ah Rating to 1.14ECV @ 68F: **230Ah**

C8 kW Rating to 1.14ECV @ 68F: **25.10 kW**

% of Requirement: 101%

Number of Cells: 92

Number of Jars: 92

Jar Weight: 28.7 lbs.

Battery Weight: 2637 lbs.

Battery String

Float **128.8 vDC** Nominal Float

Max vDC: **133.4vDC** Nominal Equalize

Electrolyte Volume:

Per jar: 0.872 gal.

Per string: 80.04 gal. (92 cells in the string)

Heat Loss

Heat Generated @ float: 7.9 watts



REFERENCE: 8156 Electrical Buildings

Heat Generated @ equalize: 98.3.3 watts

Hydrogen Evolution: (cu. ft H2 / Hour) at float voltage
Per String 0.22919219 cu. ft./hour (92 cells in the string)
Cell vDC: **1.40 vDC**
Temperature: 77.0 °F

Hydrogen Evolution: (cu. ft. H2 / Hour) at equalize voltage
Per String 2.29192187 cu. ft.hour (92 cells in the string)
Cell vDC: **1.45 vDC**
Temperature: 77.0 °F

Short Circuit Current: **3771** max. amps. Maximum calculated Short Circuit Current in Amperes
Cell Resistance: **0.00036 ohms**. Resistance expressed in ohms, for Cell + 1 Connector

Item 1.01

3 Step 2 Tier Non Seismic Rack

Qty: 1

Model: SL3155

Style: 3 Step 2 Tier

Rails: Powder Coated

'Painted' Rail

Rating: Non Seismic

Length: 59.06 in.

Width: 28.15 in.

Height: 54.72 in.

Height to Top of Battery: 70.28 in

Weight 331 lbs.

Item 1.02

Battery Spill Containment System:

Enviroguard Eagle – Eagle-K-32-63

Length 63 in

Width 32 in.

Weight 98 lbs



REFERENCE: 8156 Electrical Buildings

Item 2

Hindle AT10 Series 1Ph Charger

240v 1Ph input | 130VDC 40 amp output | Single Charger Configuration

Charger Capacity Calculations: Client specified as 40 amp capacity

Model: AT130040F240SXSXXXXXXHPI

AT10-130-040 BATTERY CHARGER

MODEL:AT10130040 (STYLE-5018 ENCL)

DC OUTPUT FILTER:STANDARD, 100 MV RMS W/BATTERY

AC INPUT VOLTAGE (1PH):240 VAC 1PH 60HZ

AC INPUT BREAKER:supplied, standard 2-pole, 80A CD2

DC OUTPUT BREAKER:supplied, standard 2-pole, 60A CD2

AT10.1 G2 IDENT:HindlePower (JA5011-02 O&SI)

NAMEPLATE DATA (BATT CHGR / RECTIFIER)

MODEL No.: AT10130040F240SXSXXXXXX

SERIAL No.: QJ5584

INPUT

AC VOLTS: 240

MAX. AC AMPERES: (see JF5006-00)

HERTZ: 60

PHASE: 1

OUTPUT: 130VDC-40ADC

Dimensions and Weight for a single charger.

Height 37.95 in

Width 20.19 in

Depth 16.77 in

Weight 340 lbs

Floor Mount w/ side cable entry

Heat Loss 484 watts or 1664 Btu/Hr. at full load

Input Amps required @ 240v – 53 amps



REFERENCE: 8156 Electrical Buildings

Item 2.01

Battery Charger Approval Drawings

AT-DRAWINGS

Approval Drawings (PDF) supplied via email. Manufacturing of your product will not begin until you have approved and returned the drawings to the factory. Final As-Built record drawings supplied with Charger

Item 2.02

Certified Copy of Factory Test Results

AT-TEST DATA 1 103.00 103.00

Certified Production Test Data per NEMA PE-5. Production test data report reviewed & signed off by QA manager before shipment



REFERENCE: 8156 Electrical Buildings

13.8kV Metal Clad Switchgear
Tag Number: 15KV SWGR

One (1) line-up of PowlVac-AR® arc resistant metal clad switchgear with vacuum circuit breakers in accordance with ANSI standards C37.09, C37.20.2, C37.20.7, and rated as follows:

Maximum Voltage Class:	15 kV
Service Voltage:	13.8 kV
Basic Impulse Level:	95 kV
Power Frequency Withstand:	36 kV
Voltage Range (K factor):	1
Short-circuit Current Rating:	25 kA rms
Close and Latch Capacity:	65 kA Peak
Close Voltage:	125 VDC
Trip Voltage:	125 VDC
Frequency:	60 Hz

(7) Vertical sections of metal clad switchgear each with the following common features:

- Indoor enclosure, NEMA 1, 11 gauge steel
- Basic two high Type 2B construction including arc resistant rear access door as an integral part of the PCR®
- Top mounted plenum to vent the arc byproducts
- 2000A main bus, silver plated copper, 3 phase, 3 wire
- Flame retardant and track resistant Bonded Epoxy bus insulation system
- Epoxy main bus pass through insulators in a glass polyester mounting
- Carbon steel Grade 5 mounting hardware, plated for corrosion protection
- Phase polarity 1 2 3 or A B C, front to back, top to bottom, left to right
- 1/4" X 2" copper ground bus with plating to match main bus
- Control terminal blocks, 600 volt, 30 ampere
- Control wiring, 14 gauge, 41 strand, type SIS with VW-1 flame retardant rating
- Control wire termination, insulated, ring tongue, crimp type
- Current transformer shorting type terminal blocks
- Current transformer control wiring, 10 gauge, 105 strand, type SIS with VW-1 flame retardant rating
- Current transformer terminations, insulated, ring tongue, crimp type
- Wire harnesses
- Common DC bus #8 AWG SIS wire with seamless ring tongue terminations
- Raised profile nameplates with nylon push-in fasteners
- Wire markers, sleeve type


REFERENCE: 8156 Electrical Buildings

- Enclosure space heater with expanded metal cage, rated 240VAC, energized @ 120VAC
- Barrier behind the instrument compartment doors
- UL listed - AR Classified
- Texture powder coat paint finish
- ANSI-61, light gray exterior with white instrument panels

(1) Set of enclosure options:

- 1 Thermostat for control of space heaters
- 2 Ground cable lugs (4/0)

(1) Set switchgear main bus voltage monitoring equipment, each to include:

- Closed door racking type roll-out assembly complete with primary & secondary fuses
- 3 Voltage transformers, 8400:120 volt

(1) Cubicle 1 Equipment set to include:

- Closed door racking type roll-out assembly complete with primary fuses
- Secondary molded case circuit breaker
- Set safety interlocks primary & secondary
- 1 Fixed mounted CPT, 37.5kVA, 7200/13800-120/240V, single phase
- 1 SEL-587Z High-Impedance Differential Relay, 0587Z0X625312XX
- 1 SEL-387 Relay, 0387604X53XX4XX Base Relay Only No options included.
- 3 Device 86, lockout relay LOR-1, Electroschwitch 7803D , 3 decks, 12 contacts
- 2 White ABB indicating lights, MLBL-05 series with associated ABB holders, contact blocks, and pushbuttons
- 2 Amber ABB indicating lights, MLBL-05 series with associated ABB holders, contact blocks, and pushbuttons
- 4 States test switches for TS1, TS2, TS3, TS4

(1) MAIN circuit breaker equipment set, each to include:

- Circuit breaker cell rated 2000 ampere with a single action (latch -unlatch), Arc Resistant door with, closed door racking provision, viewing window, integral light and remote switch, riser bus, cell studs, insulated primary spouts, automatic isolating shutters, manual closed door trip unit, and cell interlocks as required by ANSI
- Silver plated copper runback bus assembly rated 2000A with boots
- Epoxy bus standoff assembly



REFERENCE: 8156 Electrical Buildings

- 1 **PowlVac drawout vacuum circuit breaker rated 15kV, 2000A, 25kA with closed door racking provision, 15PV25, with 3 "a" & 3 "b" contacts**
 - Circuit breaker switch, MOC 16 circuit (8 a & 8 b)
 - Circuit breaker switch, TOC 13 circuit (7 a & 6 b)
 - Shutter position indicator
 - Door provision for electrical racking device
 - Mechanical rear door safety interlock (interlocks the rear cell door to the breaker cell)
- 1 Set close circuit disconnect fuse block with fuses
- 1 Set trip circuit disconnect fuse block with solid link
- 6 Current transformers, single ratio, C400, 2000:5A
- 3 Current transformers, multi ratio, C400, 2000:5A
- 6 Current transformers, ratio, C200, 3000:5A
- 1 Control switch, open/close
- 2 ABB indicating lights, red, green, MLBL-05 series with associated ABB holders, contact blocks, and pushbuttons
- 3 States test switches for TSN, TSH, TSL
- 3 Station Class Surge Arresters, 12 kV, polymer
- 1 SEL-351S-5,-6 Protection and Breaker Control Relay, 0351S6X3D4E5421
- 1 SEL-501-0, dual universal overcurrent relay, 0501203X5613XB
- 1 Lot nameplates

(1) BUS TIE circuit breaker equipment set 7A Main Breaker Position, to include:

- Circuit breaker cell rated 2000 ampere with a single action (latch -unlatch), Arc Resistant door with, closed door racking provision, viewing window, integral light and remote switch, riser bus, cell studs, insulated primary spouts, automatic isolating shutters, manual closed door trip unit, and cell interlocks as required by ANSI
- Silver plated copper tie bus assembly rated 2000A
- Epoxy bus standoff assembly
- 1 **PowlVac drawout vacuum circuit breaker rated 15kV, 2000A, 25kA with closed door racking provision, 15PV25, with 3 "a" & 3 "b" contacts**
 - Circuit breaker switch, MOC 16 circuit (8 a & 8 b)
 - Circuit breaker switch, TOC 13 circuit (7 a & 6 b)
 - Shutter position indicator
 - Door provision for electrical racking device
 - Mechanical rear door safety interlock (interlocks the rear cell door to the breaker cell)
- 1 Set close circuit disconnect fuse block with fuses
- 1 Set trip circuit disconnect fuse block with solid link



REFERENCE: 8156 Electrical Buildings

- 6 Current transformers, single ratio, C400, 2000:5A
- 6 Current transformers, multi ratio, C200, 2000:5A
- 1 Control switch, open/close
- 2 ABB indicating lights, red, green, MLBL-05 series with associated ABB holders, contact blocks, and pushbuttons
- 1 SEL-351S-5,-6 Protection and Breaker Control Relay, 0351S6X3D4E5421
- 2 States test switches for TSA
- 1 Lot nameplates

(1) BUS TIE circuit breaker equipment set 7B Maintenance Breaker Position, to include:

- Circuit breaker cell rated 2000 ampere with a single action (latch -unlatch), Arc Resistant door with, closed door racking provision, viewing window, integral light and remote switch, riser bus, cell studs, insulated primary spouts, automatic isolating shutters, manual closed door trip unit, and cell interlocks as required by ANSI
- Silver plated copper tie bus assembly rated 2000A
- Epoxy bus standoff assembly
- Circuit breaker switch, MOC 16 circuit (8 a & 8 b)
- Circuit breaker switch, TOC 13 circuit (7 a & 6 b)
- Shutter position indicator
- Door provision for electrical racking device
- Mechanical rear door safety interlock (interlocks the rear cell door to the breaker cell)
- 1 Set close circuit disconnect fuse block with fuses
- 1 Set trip circuit disconnect fuse block with solid link
- 6 Current transformers, single ratio, C400, 2000:5A
- 6 Current transformers, multi ratio, C200, 2000:5A
- 1 Control switch, open/close
- 2 ABB indicating lights, red, green, MLBL-05 series with associated ABB holders, contact blocks, and pushbuttons
- 1 SEL-351S-5,-6 Protection and Breaker Control Relay, 0351S6X3D4E5421
- 2 States test switches for TSA
- 1 Lot nameplates

(4) FEEDER circuit breaker equipment sets, Main Breaker Position, each to include:

- Circuit breaker cell rated 1200 ampere with a single action (latch -unlatch), Arc Resistant door with, closed door racking provision, viewing window, integral light and remote switch, riser bus, cell studs, insulated primary spouts, automatic



REFERENCE: 8156 Electrical Buildings

isolating shutters, manual closed door trip unit, and cell interlocks as required by ANSI

- Silver plated copper runback bus assembly rated 1200A with boots
- Epoxy bus standoff assembly
- 1 PowlVac drawout vacuum circuit breaker rated 15kV, 1200A, 25kA with closed door racking provision, 15PV25, with 3 "a" & 3 "b" contacts**
- Circuit breaker switch, MOC 16 circuit (8 a & 8 b)
- Circuit breaker switch, TOC 13 circuit (7 a & 6 b)
- Shutter position indicator
- Door provision for electrical racking device
- Mechanical rear door safety interlock (interlocks the rear cell door to the breaker cell)
- 1 Set close circuit disconnect fuse block with fuses
- 1 Set trip circuit disconnect fuse block with solid link
- 6 Current transformers, single ratio, C400, 2000:5A
- 3 Current transformers, multi ratio, C400, 1200:5A
- 1 Control switch, open/close
- 2 ABB indicating lights, red, green, MLBL-05 series with associated ABB holders, contact blocks, and pushbuttons
- 1 SEL-351S-5,-6 Protection and Breaker Control Relay, 0351S6X3D4E5421
- 2 States test switches for TSA
- 1 Lot nameplates

(4) FEEDER circuit breaker equipment sets, Maintenance Breaker Position, each to include:

- Circuit breaker cell rated 1200 ampere with a single action (latch -unlatch), Arc Resistant door with, closed door racking provision, viewing window, integral light and remote switch, riser bus, cell studs, insulated primary spouts, automatic isolating shutters, manual closed door trip unit, and cell interlocks as required by ANSI
- Silver plated copper runback bus assembly rated 1200A with boots
- Epoxy bus standoff assembly
- Circuit breaker switch, MOC 16 circuit (8 a & 8 b)
- Circuit breaker switch, TOC 13 circuit (7 a & 6 b)
- Shutter position indicator
- Door provision for electrical racking device
- Mechanical rear door safety interlock (interlocks the rear cell door to the breaker cell)
- 1 Set close circuit disconnect fuse block with fuses
- 1 Set trip circuit disconnect fuse block with solid link



REFERENCE: 8156 Electrical Buildings

- 6 Current transformers, single ratio, C400, 2000:5A
- 3 Current transformers, multi ratio, C400, 1200:5A
- 1 Control switch, open/close
- 2 ABB indicating lights, red, green, MLBL-05 series with associated ABB holders, contact blocks, and pushbuttons
- 1 SEL-351S-5,-6 Protection and Breaker Control Relay, 0351S6X3D4E5421
- 2 States test switches for TSA
- 3 Station Class Surge Arresters, 12 kV, polymer
- 1 Lot nameplates
- 2 4/0 Cable lugs

(1) Set of switchgear accessories to include:

- 1 Manual charging handle
- 1 Circuit breaker racking handle
- 1 Interlock override
- 1 VT rollout assembly racking handle
- 1 Circuit breaker test cabinet with secondary disconnect plug
- 1 Circuit breaker lift truck
- 1 **PowlVac drawout vacuum circuit breaker rated 15kV, 2000A, 25kA with closed door racking provision, 15PV25, with 3 "a" & 3 "b" contacts to serve as a universal spare breaker**



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REFERENCE: 8156 Electrical Buildings

COMMENTS and CLARIFICATIONS

Commercial & technical comments, clarifications and exceptions will be detailed in either:

- Powell's standard Clarification Log SAE-FO-033, or
- The customer supplied clarification log which was provided with the RFP

The applicable clarification log will accompany this proposal as a separate attachment and shall be referenced as a part of any resulting contract or purchase order.



REFERENCE: 8156 Electrical Buildings

COMMERCIAL SUMMARY

Power Control Room (PCR) 8156 PCR 1\$1,525,653.00

Power Control Room price includes:

- 15kV PowlVac-AR Switchgear and Accessories - Type 2
- HVAC System and HVAC Ductwork
- 125VDC System Batteries & Charger
- SEL Relay Settings
- Design Certification by Texas Department of Licensing and Regulations
- Custom Documentation per Section IV.K of RFP# 8156 Technical Specification
- Extended Warranty of 60 months for Power Control Room building and 15kV Arc Resistant Switchgear per Section IV.L of RFP# 8156 Technical Specification (extension of 42 months to Powell's standard warranty of 12 months from energization/18 months from shipment)

Optional Pricing Required per Pages 4 – 5 of Document “8156 – SOW and Technical Specifications”

1. Price to insulate all 15kV bus for 25 kV (150kV BIL) class if practical.

Due to the larger dimensions and greater weight of our PVSystem27-AR Switchgear product offering, this option is not practical as it would require a different switchgear configuration as well as a complete revision to the Power Control Room Building quote including increased dimensions, weight, possible HVAC requirements, etc.

If this option is of interest and in consideration, we will be happy to provide a separate proposal for a Power Control Room with 27kV class Arc Resistant Switchgear.

2. Price to provide porcelain insulators for the bus.

Please consider a price adder of \$2,228.00.

3. Price per 1' incremental increase in building length above 43' to a least 52' or other manufacturer's limitation.

Please consider a price of \$8,816.00 for this option.

Please note the above is based on the square foot price of \$551.00 per square foot on the currently proposed Power Control Room building with an internal width of 16'.

Consequently, should the PCR internal width increase to 17' the same \$551.00 per square foot would apply and the corresponding cost adder would be \$9,367.00.

**REFERENCE: 8156 Electrical Buildings**

4. Include price decrease per 1' less than 43'.

Please consider a cost deduct of - \$8,816.00 for this option based on the same \$551.00 per square foot price as above Item 3.

5. Price to add one 1200 amp feeder breaker section.

Please consider a price adder of \$88,636.00 for this option.

Please note this is strictly for the Switchgear Feeder Section and does not include the additional 3' of PCR building length that would be required which would be per the above 1' incremental increase option price of above Item 3.

6. Price to provide remote onboard racking option for each cubicle as described later in this document or other system available.

Please consider a cost adder of \$2,650.00 per each circuit breaker for On-Board Racking on each circuit breaker.

A single electrically operated racking device with a 25 foot cord to be mounted on the outside of the circuit breaker door remote rack the circuit breakers in & out is available for \$4,159.00.

7. Price to provide contact type bus temperature monitoring as described later in this document.

For a BriteSpot Thermal Monitoring System per the attached detailed proposal option from Powell Apparatus Service Division, please consider an option price of \$49,235.00.

On previous projects for City of Denton we provided an HMI for display of the BriteSpot information from the switchgear. If a similar HMI is required, please consider an option price of \$17,228.00

8. Price to configure tie breaker upper and lower cubicle the same as feeder breakers and retain 2000A rating.

There will be no cost for the above option if it is requested no later than the return of the Drawings for Approval package. Should the request occur after drawing approval and release to manufacture, cost will be based on applicable re-engineering / re-labeling of equipment costs.

9. Price to increase marshall room in 1' increments.

Please consider a price of \$8,816.00 for this option.

10. Price to mirror building configuration about the length. (Installing switchgear, marshall room, etc on opposite wall.)

There will be no cost for the above option if it is requested no later than the return of the Drawings for Approval package.



REFERENCE: 8156 Electrical Buildings

11. Additional Battery Charger

Please consider a price of \$14,650.00

Per the revised Bill of Material on page 10 of this proposal revision, the proposed Saft AT-10 Charger model is AT130040F240SXSXXXXXXXHPI based on the vendor's recommendation for compatibility with the battery system.

12. Additional set of station batteries

Please consider a price of \$85,881.00 include the batteries, battery rack, and spill containment system.

13. Replace SEL387 with SEL487E part# 0487E3X611XXB1X435XXXXX. Costs for this option shall include all costs needed for this modification including, but not limited to, all modified wiring diagrams and building drawings.

Please consider a price of \$4,419.00 for this option.

14. Replace SEL 501 with two (2) SEL851; (1) part #085100310110130 (left mounting) AND one (1) SEL851 part #085100410110130 (right mounting). Two SEL851 relays will be needed to replace the currently used SEL501 relays. One 851 will be connected to the high voltage transformer winding (X winding), and one will be connected to the low voltage transformer winding (Y winding). Costs for this option shall include all costs needed for this modification including, but not limited to, all modified wiring diagrams and building drawings.

Please consider a price of \$4,104.00 for this option.



REFERENCE: 8156 Electrical Buildings

Good Faith Freight Option

Powell Electrical is pleased to offer this good-faith freight estimate for highway transport of your equipment purchase from our factory in Houston, Texas to the City of Denton jobsite.

Freight Prepaid: DAP Foundation Pad at City of Denton Substation Jobsite
(INCOTERMS 2010 – freight allowed and included in quoted price)

Equipment will be delivered DAP to concrete foundation at customer site by Powell nominated carrier. Risk shall pass at installation of Power Control Room at concrete pad by Powell Service Division.

Freight cost\$59,403.00

This freight estimate is based on the following conditions:

- Standard heavy haul tractor/trailer configurations with air ride trailers
- Approved routings based on DOT information at time of bid
- Fuel rates at time of bid
- Bucket trucks (if required)
- Permits and Escorts as required by overall weights and dimensions
- Quantity and size of each shipping section at time of bid
- Four hours of idle time at the site for offloading by others

Pricing for prepaid shipping may be impacted by the following:

- Inability of Powell's designated carrier to transport to an offload location within the customer facility using the standard tractor/trailer configuration which was used as the basis of this estimate
- The requirement for specialized transport equipment such as SPMT's (self-propelled motorized transports) within the customer facility due to tight turn radius or in-plant obstructions.
- Detention/Demurrage charges due to unforeseen re-routing or delays as directed by Department of Transportation, State, or City officials. This may be due to weather conditions, new road construction, traffic accidents, or other factors beyond Powell's knowledge or control at the time of this estimate.
- Significant increases in fuel rates or surcharges.
- Scope and design changes during the project that result in increases to overall weights and dimensions of one or more shipping sections.

**REFERENCE: 8156 Electrical Buildings**

TERMS & DELIVERY**General:**

Powell's standard Terms and Conditions shall apply to any contract resulting from this quotation, unless negotiated otherwise prior to acceptance of order.

Drawings shall be submitted in Powell's standard format.

Factory acceptance testing of equipment manufactured by Powell shall be per Powell's established ISO QA/QC procedures, and in accordance with applicable IEEE industry standards.

Factory acceptance testing of major buy-out items, if required, shall take place at the factory of origin and at buyer's expense. Major buy-out components may include, but are not limited to: packaged HVAC systems, DC Systems, UPS systems, third-party LV motor control, VFDs, etc.

Delivery:

If a Purchase Order is received by Friday November 17, 2023; Powell will ship the City of Denton 15kV Power Control Room from our factory no later than Friday March 7, 2025.

If two Power Control Rooms are purchased as part of the initial Purchase Order, the 2nd Power Control Room will ship from Powell factory no later than Friday March 14, 2025.

Drawing Submittals:**Drawings for Approval:**

- **Will be issued on Friday July 12, 2024.**
- **Return date will be Friday July 26, 2024.**

Approval drawing lead-time is inclusive of our Technical Review Process, which allows Powell to verify that we are in receipt of the latest project design information.

Tech Review will be completed within 1-3 weeks of order entry. Any resulting questions/clarifications will be submitted for customer acceptance and/or response before Powell completes and issues approval drawings.

**REFERENCE: 8156 Electrical Buildings**

Release to Manufacturing Drawings:**Submitted (3-4) Weeks after return of approval drawings.**

RTM drawings will incorporate approved-as-noted customer mark-ups after return of approval drawings. This documents that the changes have been captured and incorporated into the final design for released to fabrication.

Record Drawing Package:**Submitted (4-6) weeks after issue of RTM drawings.**

The Record drawing package will include:

- All previously submitted drawings with changes incorporated
- Detailed wiring diagrams
- PCR interconnection schedules (if applicable)
- Conduit schedules (if applicable).

Scope changes requested after completion of Record drawing package will be documented on final As-Built drawings which are submitted after shipment.

As-Built Drawings:**Submitted (2-4) Weeks after shipment from Powell Factory.**

Certified As-Built Drawings will reflect the final design and construction of the equipment as it left the Powell factory upon completion.

Drawings & IOM Manuals: Powell issues drawings and manuals electronically to a customer specified FTP site, or via Powell Pitstop web based email. Powell generated drawings will be submitted as PDF, but native formats are available upon request. Electronic drawing formats from sub-suppliers will be provided as available from each sub-supplier.

Note: The Base price in our Commercial Summary includes the Custom Documentation required in the RFP.

Pricing: Pricing is firm through Powell's quoted drawing and delivery schedule.

Taxes and Duties: None included in base proposal.

Terms of Payment: Net (30) days from invoice date.

**REFERENCE: 8156 Electrical Buildings**

Milestone Billing:	<p>The following progress payments are applicable to this proposal:</p> <ul style="list-style-type: none">20% : At Order Acceptance30% : At Approval Drawing Submittal20% : At Release to Manufacture (RTM)30% : At Ship
Cancellation Charges:	<p>The following cancellation percentages are applicable to this proposal:</p> <ul style="list-style-type: none">25% : After Order Acceptance50% : After Submittal of Approval Drawings90% : After Release to Manufacture100% : After Start of Fabrication
Freight/Risk Transfer:	<p>A Good faith freight option for Freight Prepaid: DAP Concrete Foundation Pad Gate at City of Denton jobsite is included in our above Commercial Summary.</p>
Shipping Preparation:	<p>Standard domestic preparation is included in quoted price.</p>
Warranty:	<p>Powell standard warranty, 12 months from energization or 18 months from date of shipment, whichever occurs first.</p> <p>Note: Base price in our Commercial Summary includes an Extended Warranty of 60 months per RFP requirements. If a warranty of such duration is not required, please contact, please contact your Powell Sales Executive for the corresponding cost deduct.</p>
Spare Parts Quotation:	<p>Will be supplied upon completion of customer approved bill of material.</p>
Customer Witness Testing:	<p>Two (2) Standard testing days (virtual or onsite), Monday thru Friday, included in quoted price. Additional days, if requested, will be billed at \$2,500 per day.</p> <p>Custom or non-standard testing scenarios can be accommodated. Please consult your Powell Sales Representative for details for pricing.</p>
Field Services:	<p>Not included in quoted scope of supply. Please refer to attached</p>



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REFERENCE: 8156 Electrical Buildings

Powell Field Service Proposal.

For Proposals that specify a split-PCR shipment, Powell recommends that a factory certified technician be present in an advisory capacity to the installing contractor during re-assembly. Please provide advance notice of 7-10 working days, allowing Powell adequate time to schedule a technician for this service at your site.

Thank you for the opportunity for Powell to serve you. Should you have any questions or additional requirements please contact me.

Submitted by:

Alejandro Fleishman
Regional Sales Manager
713-948-4955
Alejandro.fleishman@powellind.com

/pf

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.

POWELL ELECTRICAL SYSTEMS, 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:



11/1/2023

Signature of vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 9271EAF450D3489AAAE11DFE8EC832F3

Status: Sent

Subject: Please DocuSign: City Council Contract 8156 - Medium Voltage Switchgear Buildings

Source Envelope:

Document Pages: 84

Signatures: 4

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

10/26/2023 11:10:08 AM

Christa.Christian@cityofdenton.com

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

Christa Christian

Completed

Sent: 10/26/2023 11:17:14 AM

christa.christian@cityofdenton.com

Viewed: 10/26/2023 11:17:32 AM

Purchasing Supervisor

Signed: 10/26/2023 11:17:36 AM

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: 10/26/2023 11:17:40 AM

lori.hewell@cityofdenton.com

Viewed: 10/26/2023 11:38:34 AM

Purchasing Manager

Signed: 10/26/2023 11:39:53 AM

City of Denton

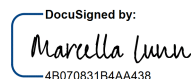
Signature Adoption: Pre-selected Style

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: 10/26/2023 11:39:56 AM

marcella.lunn@cityofdenton.com

Viewed: 10/26/2023 4:26:26 PM

Mack Reinwand City Attorney

Signed: 10/26/2023 4:30:35 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 107.115.171.25

Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Zachary Irons



Sent: 10/26/2023 4:30:41 PM

zachary.iron@powellind.com

Viewed: 10/30/2023 11:13:12 AM

Project Management Manager

Signed: 11/1/2023 4:09:50 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.207.117.130

Electronic Record and Signature Disclosure:

Accepted: 10/30/2023 11:13:12 AM

ID: 8fcf3b8a-adde-408a-90ca-55d7af758efa

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	<div>DocuSigned by: <i>Antonio Puente, Jr.</i> E3760944C2BF4B5...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/1/2023 4:09:55 PM Viewed: 11/1/2023 4:25:58 PM Signed: 11/1/2023 4:26:19 PM

Electronic Record and Signature Disclosure:
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ID: b7fb66b1-a314-4eee-93df-1b3adad8ddce

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

Sent: 11/1/2023 4:26:24 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

Jesus Salazar
jesus.salazar@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/2/2023 10:57:21 AM
ID: 51cd3543-c606-458d-a7db-ce3c6af892d3

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

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Sent: 10/26/2023 11:17:39 AM

Alejandro Fleishman
Alejandro.Fleishman@powellind.com
Regional Sales Manager
Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 11/1/2023 4:26:23 PM Viewed: 11/2/2023 11:20:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cody Tenorio Cody.tenorio@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 10/6/2023 1:22:01 PM ID: fbe7cb28-33c3-4330-8ee3-ecfb7f1c74dc		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2023 11:17:14 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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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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