ORDINANCE NO. 22-2050

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

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

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

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

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

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

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

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

GERARD HUDSPETH, MAYOR

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

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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

Docusign City Council Transmittal Coversheet

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

DS
LH

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES
(7804-002 Conversion of Geometric Network to Utility Network)

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

SECTION 1
Scope of Services

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

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

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $1,815,181 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

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

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

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

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

E. Engineer's Personnel at Construction Site

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

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

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

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

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

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

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

G. Construction Progress Payments

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

H. Record Drawings

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

I. Right to Audit

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

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

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the services provided. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion services.

(2) GENERAL INSURANCE REQUIREMENTS

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

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

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

j. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

k. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

l. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

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

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

O. Schedule

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

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

Q. Dispute Resolution

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

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

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

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

R. Limitation of Liability

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

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

S. Warranties

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

SECTION 5
Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6
General Legal Provisions

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

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

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

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

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

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

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

Q. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

R. Prohibition Against Personal Interest In Contracts

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

S. Agreement Documents

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

Attachment A - Scope of Work

ATTACHMENT B – CONFLICT OF INTEREST FORM

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

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

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

ENGINEER

BY: DocuSigned by: Holger Peller 5B3E24EEA4334C7...
AUTHORIZED SIGNATURE

Printed Name: Holger Peller

Title: EVP Power Delivery

2087880582
PHONE NUMBER

holger.peller@powereng.com
EMAIL ADDRESS

2022-938303
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

BY: DocuSigned by: Rosa Rios 1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

DocuSigned by: Antonio Puente E3760944C2BE4B5...
SIGNATURE

Antonio Puente
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CITY OF DENTON, TEXAS

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

ATTEST:
ROSA RIOS, CITY SECRETARY

Denton Municipal Electric

Geometric Network to Utility Network Migration

Bill Hoisington
BUSINESS DEVELOPMENT MANAGER
(920) 328 0821
bill.hoisington@powereng.com

POWER ENGINEERS

WWW.POWERENG.COM

July 22, 2022

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

Subject: Geometric Network to Utility Network Migration

Dear Mr. Looper:

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

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

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

Sincerely,

Bill Hoisington

Bill Hoisington
Business Development Manager

Contents

1. Work Plan

PROJECT UNDERSTANDING

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

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

WHAT YOU GAIN WITH OUR WORK PLAN

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

WORK BREAKDOWN SUMMARY

0. PROJECT MANAGEMENT

OBJECTIVES

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

DELIVERABLES

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

CLARIFICATIONS

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

1. CHANGE MANAGEMENT AND USER TRAINING

OBJECTIVE

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

DELIVERABLES

- Change Management Project
- Esri Utility Network Training

CLARIFICATIONS

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

1.1 Change Management

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

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

1.2 Training

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

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

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

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

- Migrating to ArcGIS Pro from ArcMap -- free training seminar
- ArcGIS Pro Basics -- free web course
- Getting Started with ArcGIS Pro -- free web course
- ArcGIS Pro Tasks: An Introduction -- free tutorial
- Sharing Maps and Layers with ArcGIS Pro -- free with maintenance
- ArcGIS Pro: Essential Workflows -- 3-day, instructor-led

» Configuration: Arcade

- Esri
  - ArcGIS Arcade: An Introduction -- free
  - Introduction to ArcGIS Arcade -- free with maintenance
  - Pump Up Your Popups with Arcade Expressions -- free
  - Arcade in ArcGIS Dashboards -- free video
  - Using Arcade Expressions in ArcGIS Dashboards -- free with maintenance
  - Using Arcade with ArcGIS Field Maps -- free

» Configuration: Utility Network

- Esri
  - Configuring Utility Networks in ArcGIS -- 2-day, instructor-led

» Configuration: ArcGIS Enterprise

- Esri
  - ArcGIS Enterprise: Security Best Practices -- free
  - ArcGIS Enterprise: Administration Workflows -- 3-day, instructor-led
  - ArcGIS Enterprise: Data Storage Strategies -- free
  - ArcGIS Enterprise: Publishing Content and Services -- free

» Administration: Utility Network

- Esri
  - Configuring Branch Versioning in ArcGIS -- 1-day, instructor-led
  - Version Management -- free

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

2. SYSTEM ARCHITECTURE DESIGN AND TUNING

OBJECTIVE

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

DELIVERABLES

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

CLARIFICATIONS

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

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

2.1 ArcGIS Enterprise System Health Check

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

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

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

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

2.2 ArcGIS Enterprise Architecture

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

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

3. ARCGIS ENTERPRISE SYSTEM IMPLEMENTATION

OBJECTIVE

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

DELIVERABLES

» Development, Test and Production ArcGIS Enterprise System Implementations.
- Development ArcGIS Enterprise Environment
- Test ArcGIS Enterprise Environment
- A Highly Available PROD ArcGIS Enterprise Environment
- One cloud-based ArcGIS Pro virtual desktop for use with the test and production environments. This baseline setup can be used to create additional desktop clients as needed.

» Updated ArcGIS Enterprise System Architecture Design Document (if changes were introduced during the implementation).

» Installation notes documenting specific settings or variations from the Esri provided installation documentation.

CLARIFICATIONS

» DME will own the AWS/Azure account and be responsible for all billing.

» DME will provided the required access to allow POWER to deploy the environment to AWS/Azure.

» POWER will install ArcGIS Enterprise 10.9.x software in environment. This includes:
- MS SQL Server Database
- Web Adaptor
- Portal for ArcGIS
- ArcGIS Server
- Datastore

» POWER will patch the ArcGIS environment to the latest recommended level by Esri.

» DME will be responsible for all OS-level patches following deployment.

» DME will be responsible for creating and maintaining backups.

» DME is responsible for logging all Esri/SE bugs.

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

3.1 Install Test Environment

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

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

3.2 Validate Test Environment

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

3.3 Install Production Environment

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

3.4 Validate Production Environment

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

3.5 On-Going ArcGIS Enterprise Support

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

4. DATA QUALITY ASSESSMENT AND DATA CLEANUP SUPPORT

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

DELIVERABLES

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

CLARIFICATIONS

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

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

4.1 Initial Data Mapping

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

4.2 Initial Data Conversion

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

4.3 Create QA/QC Display

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

4.4 Initial Topology Enable

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

4.5 Gap Analysis & Assessment Report

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

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

The Assessment report will include the following information:

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

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

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

4.6 Source Data Cleanup

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

5. DATABASE DESIGN & SCHEMA MAPPING

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

DELIVERABLES

» Workshops and documents to Extend the Utility Network Data Model.
  - Electric Utility Network Data Model Workshop consisting of up to 5 separate sessions of 2-4 hours each.
  - Draft and final versions of the Utility Network Data Model Report.

» A Utility Network Asset Package file database that includes the requested Schneider model changes.

CLARIFICATIONS

» One onsite trip is included in this task.

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

5.1 Extending the Data Model Workshop

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

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

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

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

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

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

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

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

DELIVERABLES

» Fully Configured Utility Network File Geodatabase

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

CLARIFICATIONS

» DME will provide/verify the list of circuit sources prior to configuration of subnetwork controllers.

» DME Subject Matter Experts will be available to answer data related or electric network connectivity questions in a timely manner.

6.1 Update Initial Asset Package

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

6.2 Load Data

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

6.3 Create Utility Network File Geodatabase

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

6.4 Identify and Configure Subnetwork Controllers

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

6.5 Assign Terminals

Terminals will be assigned for the features that require them:

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

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

6.6 Update Subnetworks

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

7. ASSET PACKAGE CREATION & ENTERPRISE GEODATABASE LOAD

» At the conclusion of the test migrations, the UN file geodatabase shall be exported to an asset package format with data included. The asset package will be used as the input for loading the schema and data into an enterprise geodatabase.

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

DELIVERABLES

» Final Electric Utility Network Asset Package

» Enterprise Geodatabase populated with Utility Network data

CLARIFICATIONS

» This task does not include any time for changes to the data model, conversion, or automated cleanup process.

» The target SDE Enterprise geodatabase is set up and configured prior to staging and applying the asset package.

» POWER will have remote access to the Enterprise geodatabase with the correct permissions to load and update data.

» POWER will have the required access for ArcGIS Enterprise including ArcGIS Server and ArcGIS Portal administration accounts.

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

7.1 Export Asset Package

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

7.2 Stage & Apply Asset Package

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

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

7.3 Enable Topology and Update Subnetworks

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

8. GEOMETRIC NETWORK TO UTILITY NETWORK MIGRATION AND DATA SYNCHRONIZATION

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

DELIVERABLES

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

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

CLARIFICATIONS

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

8.1 Develop Production Shadow UN

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

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

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

8.2 Test Production Shadow UN

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

8.3 Deploy Production Shadow UN

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

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

9. UTILITY NETWORK SYSTEM IMPLEMENTATION

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

DELIVERABLES

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

CLARIFICATIONS

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

9.1 Enable Version Management

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

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

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

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

9.2 Configure and Publish Utility Network Feature Services

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

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

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

9.3 Configure Network Diagram Service

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

10. INCORPORATION OF TRANSMISSION AND SUBSTATION DATA TO UTILITY NETWORK

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

- 3 interchange substations
- 2 switching substations

- 65 miles of transmission lines
- 979 transmission structures

DELIVERABLES

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

CLARIFICATIONS

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

10.1 Substation and Transmission Utility Network Design

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

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

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

10.2 Substation and Transmission Utility Network Migration

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

10.2.1 Digitizing

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

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

10.2.2 Shadow UN Setup

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

11. ARCFM SOLUTION XI SERIES INSTALLATION AND CONFIGURATION

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

DELIVERABLES

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

12. UTILITY NETWORK INTEGRATIONS

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

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

CLARIFICATIONS

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

DELIVERABLES

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

2. Budget

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

The proposal is valid until October 20th, 2022.

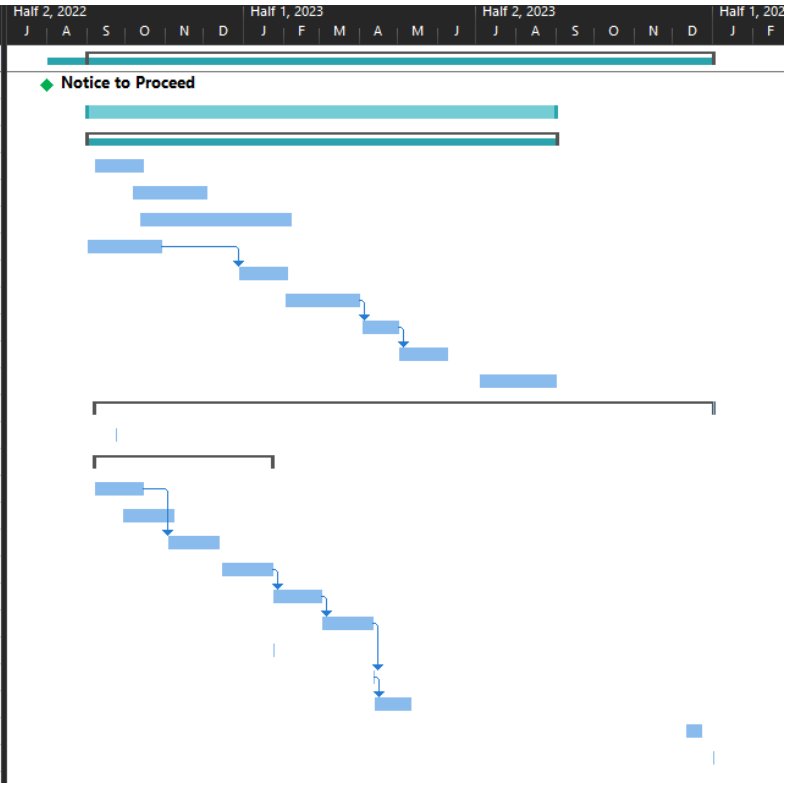
Budget Summary by Task

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

3. Proposed Schedule

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

Task Name	Duration
Utility Network Transition Project	**348 days**
Notice to Proceed	0 days
TASK SERIES 0 - PROJECT MANAGEMENT	261 days
TASK SERIES 01 - CHANGE MANAGEMENT AND USER TRAINING	**262 days**
TASK SERIES 02 -SYSTEM ARCHITECTURE DESIGN AND TUNING	28 days
TASK SERIES 03 - ARCGIS ENTERPRISE SYSTEM IMPLEMENTATION	42 days
TASK SERIES 04 - DATA QUALITY ASSESSMENTS AND DATA CLEANUP SUPPORT	84 days
TASK SERIES 05 - DATABASE DESIGN & SCHEMA MAPPING	42 days
TASK SERIES 06 - TEST LOADS, DIRTY AREAS, SUBNETWORKS, & TRACE TESTING	28 days
TASK SERIES 07- ASSET PACKAGE CREATION & ENTERPRISE GEODATABASE LOAD	42 days
TASK SERIES 08 - GEOMETRIC NETWORK TO UTILITY NETWORK MIGRATION AND DATA SYNCHRONIZATION	21 days
TASK SERIES 09 - UTILITY NETWORK SYSTEM IMPLEMENTATION	28 days
TASK SERIES 10 - INCORPORATION OF TRANSMISSION AND SUBSTATION DATA TO UTILITY NETWORK	44 days
TASK SERIES 11 - ArcFM Solution XI Series Installation and Configuration	**344 days**
Project Initiation	1 day
Analysis & Design	**99 days**
System Architecture Review	28 days
Data Modeling	28 days
Symbology Modeling	28 days
Configuration Design	28 days
Build	28 days
Test and Acceptance	28 days
Implementation Planning	1 day
Installation and Configuration of Test System	1 day
Testing	20 days
Training	10 days
Go-Live Production	1 day



Scope of Work

COTS ArcFM XI Implementation

Prepared for:

Power Engineers/City of Denton

Proposal Date: 6/28/2022

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Introduction

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

Assumptions

- This scope of work is for an OOTB (out-of-the-box) implementation of ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI. Customization of the ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI solutions or build of specific integration components and data migration are out of scope.
- Denton will make use of off-the-shelf components, where possible. This may require adopting new approaches to the way some functions are accomplished. The advantages of off-the-shelf components are that they are commercially available, used at many sites, reflect the input of that user community, and supported under the software maintenance agreement.
- Schneider Electric will apply standard ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI configurations to the datasets including network categories, templates, and standard symbology.
- Denton will leverage a common data model and symbology for all commodities.
- The services provided in this scope will be completed through a series of remote tasks.
- Denton shall provide all required facilities and equipment for remote meetings and is to ensure participation of proper representatives for scheduled project meetings and/or events.
- Denton will have all necessary hardware, network equipment, and 3rd party software installed prior to the initiation of the project.
- Denton, Power Engineers and Schneider Electric each will provide a core team for the duration of this SOW. Each team also provides a project manager as the main point of contact and coordination for the respective team. Project flow of control, schedule and logistical planning will be made through each team's project manager. Denton, Power Engineers, and Schneider Electric team members shall answer questions; provide information, decisions and deliverables promptly following agreed-to schedules and timelines.
- Schneider Electric will provide an OOTB Test Plan that will be used during Factory Acceptance Testing (FAT) and Acceptance Testing (Acceptance Testing). The plan will define the OOTB test scripts and steps to be performed during formal testing of the ArcFM solution suite.

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

Project Management

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

- Manage the Schneider Electric portion of the project on a day-to-day basis
- Define and manage project constraints and schedule with the Denton's project manager
- Identify and manage the resolution of project issues, including the communication of Schneider Electric-identified issues to Denton's project manager
- Identify and manage all change management related issues or items with the Denton's project manager
- Conduct bi-weekly project conference calls or remote meetings with Power Engineers to identify, assign responsibility, and resolve issues that may arise during the project. The conference call will also provide a mechanism for reviewing the overall status of the project. Meeting minutes will be distributed by Schneider Electric.
- Weekly summary report detailing the week's activities and upcoming tasks.
- Preparing monthly-weekly project reports that include:
    - A summary of the overall status of the project, percent complete, milestone list, etc.
    - A schedule update, and Schneider Electric's expectations for on-time project completion
    - A summary of completed tasks, percent completed per the schedule
    - A summary of tasks currently underway and a description of their status
    - Upcoming near-term tasks that need to "hit the radar screen"
    - Issues requiring attention
    - Open items not resolved from previous meeting
    - Potential risks to the project and recommendations for resolution

Proposed Services

1 Project Initiation

1.1 Project Kick-Off

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

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

Schneider Electric Deliverable(s):

- Remote participation in the Project Kickoff Meeting

Power Engineers Responsibilities:

- Lead the Project Kickoff Meeting

Denton Responsibilities:

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

1.2 ArcFM Editor XI Core Team Training

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

Included in this course:

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

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

Schneider Electric Deliverable(s):

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

Power Engineers Responsibilities:

- None

Denton Responsibilities:

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

Task Assumptions:

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

2 Analysis & Design

2.1 System Architecture Review

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

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

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

- System Integration Considerations
- Deployment Strategies
- High availability
- Failover
- Supported Development platforms
- Deployment Environment Details
- Anticipated user and system load
- Disaster Recovery

Discussions will assist Schneider Electric in identifying system architecture and configuration opportunities, while considering technical inputs including non-functional requirements, constraints, standards, and policies. Upon completion of the workshop, Power Engineers will be responsible for drafting the System Architecture Design with support from Schneider Electric for the ArcFM Editor XI application needs. Power Engineers is responsible for the review and approval of the System Architecture Design with Denton.

Schneider Electric Deliverable(s):

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

- Identify and schedule the appropriate Denton staff to attend the workshop
- Provide a conference room equipped with a projector. This conference room should be large enough to host the meeting activities
- Provide a designated point of contact on the Denton project team to address follow-up questions as required by Schneider Electric
- Review the Draft System Architecture Document and provide Schneider Electric with reviewed, approved, consolidated written comments within five (5)-business days of receipt

Task Assumptions:

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

2.2 Data Modeling and Mapping Requirements

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

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

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

2.3 Symbology and Map Configuration Requirements

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

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Energy Responsibilities:

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

2.4 Configuration Requirements

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

3 Build - Development

3.1 Prepare Schneider Electric Development Environment

Schneider Electric will establish a Development environment in the Schneider Electric Offices in Ft. Collins, CO. This environment will be used to implement the ArcFM Editor XI solutions, develop, and test the data model, database schema, integrations and components approved for this scope of work.

The following tasks will be completed during this process:

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

- Create and Load Development Database

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

Power Engineers Responsibilities:
- None

Denton Responsibilities:
- None

4 Implementation Planning

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

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

Schneider Electric Deliverable(s):
- Provide support for the development of the implementation planning artifacts
- Provide the functional steps, technical details, and best practices for the implementation of ArcFM Editor XI
- Participate in any required remote meetings

Power Engineers Responsibilities:
- Draft and final Implementation Plan

Denton Responsibilities:
- Draft and final Implementation Plan

5 Test and Acceptance Planning

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

Schneider Electric will Develop the out-of-the-box initial draft of T&AP based on the requirements & acceptance criteria specified in the solution design documentation completed in this scope of work. The draft plan will be provided to Denton for review and comment.

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

placeholders. A draft of the Denton test scripts will be provided to Schneider Electric for review. Schneider Electric will have five (5)-business days to review the test scripts and provide feedback to Denton.

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

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

Schneider Electric Deliverable(s):

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

6 Installation and Configuration of the Denton TEST Environment

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

This task includes the following items:

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

7 Testing

7.1 Factory Acceptance Testing (FAT)

This is a Schneider Electric Task.

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

Task Assumption:

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

7.2 System Acceptance Testing (SAT)

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

Denton team members shall record any issues discovered during testing in the issue tracking system. Schneider Electric will provide a resolution for all discrepancies and will resolve all Critical or High issues before completion of user acceptance testing and provide installers should the resolution require a new installer to be created.

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

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

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

Severity	Description
S1 Critical	A Severity 1 defect means that the application or process does not work as defined in the approved Design Document and the application or process is stopped with no work around. The defect(s) may affect multiple users on frequently used functions.

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

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

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

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

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

Schneider Electric Deliverable(s):

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

Task Assumption:

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

8 Training

8.1 Working with ArcFM Editor XI

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

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

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

Schneider Electric Deliverable(s):

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

- Ensure participation of Denton resources

Task Assumptions:

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

8.2 Working with ArcFM Mobile XI

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

- Ensure participation of Denton resources

9 Go-Live

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

9.1 Production Migration

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

9.2 Post Go-Live Production Support

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

9.3 Remote Production Support

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

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

- issues

10 Go-Live

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

10.1 Working with ArcFM Editor XI

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

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

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

Schneider Electric Deliverable(s):

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

Power Engineers Responsibilities:

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

Denton Responsibilities:

- Ensure participation of Denton resources

Task Assumptions:

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

10.2 Remote Production Support

Schneider Electric will provide up to 20-hours of remote technical support for the roll-out of the production system over a two (2)-week period following PROD migration and remote post roll-out support. A Schneider Electric technical expert will be available to

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

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

Schneider Electric Deliverables:

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

Power Engineers Responsibilities:

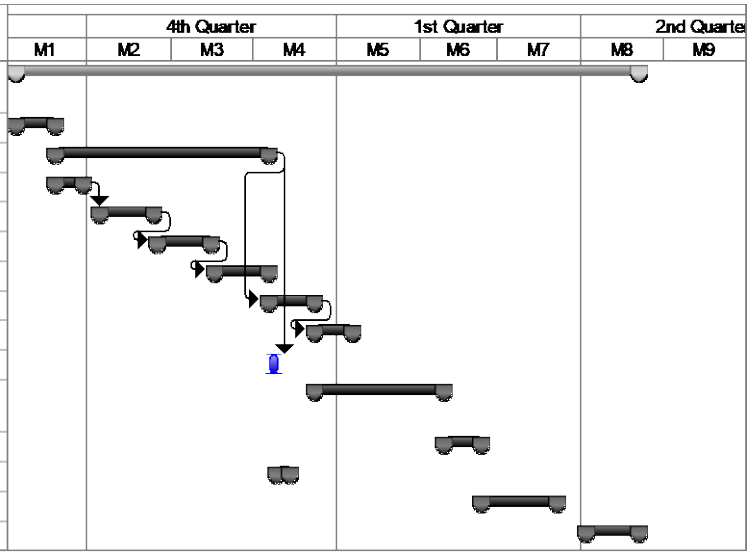
- Remote availability of the Denton system for issue resolution and troubleshooting activities
- Implementation, testing, and defect resolution of any Power Engineers-implemented solutions

Denton Responsibilities:

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

Project Schedule

ID	Task Name
0	City of Denton Power Engineers_ArcFM Editor XI Implementation_Core_20220512\
1	1 Project Initiation
5	2 Analysis & Design
6	2.1 System Architecture Review
9	2.2 Data Modeling
14	2.3 Symbology Mapping
19	2.4 Configuration Design
24	3 Build
28	4 Test & Acceptance Planning
32	5 Implementation Planning
33	6 Installation and Configuration of City of Denton TEST
46	7 Testing
51	8 Training
54	9 Go-Live - Production Migration
59	10 Extended Go-Live



ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

POWER ENGINEERS, INCORPORATED

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

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

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

_____
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

4 ☒ **I have no Conflict of Interest to disclose.**

5 DocuSigned by:
Holger Peller
5B3E24EEA4334C7...
Signature of vendor doing business with the governmental entity

9/12/2022
Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

DocuSign

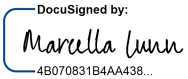
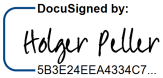
Certificate Of Completion

Envelope Id: ED3A15E2E0CD4D8081B6AB8AAB00F697
Status: Completed
Subject: Please DocuSign: City Council Contract 7804-002 Conversion of Geometric Network to Utility Network
Source Envelope:
Document Pages: 73
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

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

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/8/2022 11:09:50 AM Viewed: 9/8/2022 11:10:09 AM Signed: 9/8/2022 11:10:52 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 9/8/2022 11:10:58 AM Viewed: 9/8/2022 4:08:55 PM Signed: 9/8/2022 4:12:57 PM
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 47.24.6.135	Sent: 9/8/2022 4:13:02 PM Viewed: 9/8/2022 9:21:05 PM Signed: 9/8/2022 9:30:25 PM
Holger Peller holger.peller@powereng.com EVP Power Delivery POWER Engineers Incorporated Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2022 12:16:45 PM ID: 867b38af-2415-4b1d-86ce-d72b3780266d	DocuSigned by:  5B3E24EEA4334C7... Signature Adoption: Pre-selected Style Using IP Address: 209.141.115.2	Sent: 9/9/2022 3:23:08 PM Viewed: 9/12/2022 12:16:45 PM Signed: 9/12/2022 12:18:01 PM

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Antonio Puente E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 47.184.71.41	Sent: 9/12/2022 12:18:06 PM Viewed: 9/12/2022 1:28:12 PM Signed: 9/12/2022 1:28:42 PM
Electronic Record and Signature Disclosure: Accepted: 9/12/2022 1:28:12 PM ID: 1c5e1544-0c3c-4946-a608-ebdc92e35fcf		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 9/12/2022 1:28:48 PM Viewed: 10/19/2022 7:15:58 AM Signed: 10/19/2022 7:16:35 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/19/2022 7:16:40 AM Viewed: 10/19/2022 7:20:35 AM Signed: 10/19/2022 7:20:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/19/2022 7:20:46 AM Viewed: 10/19/2022 10:45:37 AM Signed: 10/19/2022 10:46:05 AM
Electronic Record and Signature Disclosure: Accepted: 10/19/2022 10:45:37 AM ID: d6ce6995-a1b6-4680-b088-e14169b4be63		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/8/2022 11:10:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Hugo Bonjour hugo.bonjour@powereng.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/9/2022 2:11:38 PM ID: b060477b-8950-437a-88e7-0e4fd923bdc9	COPIED	Sent: 9/9/2022 3:23:13 PM Viewed: 9/9/2022 3:33:58 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/12/2022 1:28:48 PM Viewed: 9/12/2022 4:24:31 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/19/2022 10:46:10 AM
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/23/2022 7:39:09 AM ID: 7dbc27d8-971e-4f03-acb6-c953f8c9457a	COPIED	Sent: 10/19/2022 10:46:12 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2022 11:09:50 AM
Certified Delivered	Security Checked	10/19/2022 10:45:37 AM
Signing Complete	Security Checked	10/19/2022 10:46:05 AM
Completed	Security Checked	10/19/2022 10:46:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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:	•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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