

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

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

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

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

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

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

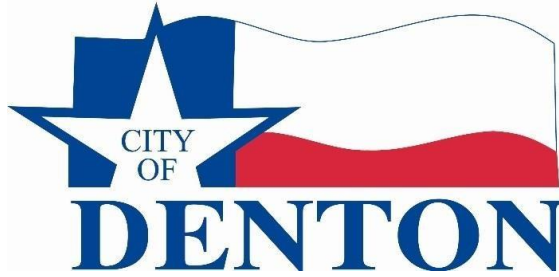
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



## DocuSign City Council Transmittal Coversheet

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

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

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

**SECTION 1**  
**Scope of Services**

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

**SECTION 2**  
**Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **\$434,596.00** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
  
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

**SECTION 3**  
**Terms of Payment**

Payments to the ENGINEER will be made as follows:

**A. Invoice and Payment**

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

**SECTION 4  
Obligations of the Engineer**

**A. General**

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

**B. Standard of Care**

The ENGINEER shall perform its services:

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

care of a competent engineer.

### **C. Subsurface Investigations**

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

### **D. Preparation of Engineering Drawings**

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

### **E. Engineer's Personnel at Construction Site**

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

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

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

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

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

#### **G. Construction Progress Payments**

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

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

## **H. Record Drawings**

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

## **I. Right to Audit**

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



## J. INSURANCE

### (1) ENGINEER'S INSURANCE

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

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

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

## (2) GENERAL INSURANCE REQUIREMENTS

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

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

## **K. Independent Consultant**

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

## **L. Disclosure**

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

## **M. Asbestos or Hazardous Substances**

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

## **N. Permitting Authorities - Design Changes**

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

## **O. Schedule**

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

## **P. Equal Opportunity**

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

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

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

## **SECTION 5** **Obligations of the City**

### **A. City-Furnished Data**

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

### **B. Access to Facilities and Property**

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

### **C. Advertisements, Permits, and Access**

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

### **D. Timely Review**

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

### **E. Prompt Notice**

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

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

#### **F. Asbestos or Hazardous Substances Release.**

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

#### **G. Contractor Indemnification and Claims**

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

#### **H. Contractor Claims and Third-Party Beneficiaries**

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

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

## **I. CITY's Insurance**

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

## **J. Litigation Assistance**

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

## **K. Changes**

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

## **SECTION 6** **General Legal Provisions**

### **A. Authorization to Proceed**

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

### **B. Reuse of Project Documents**

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

### **C. Force Majeure**

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

### **D. Termination**

(1) This AGREEMENT may be terminated:

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

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

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

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

### **E. Suspension, Delay, or Interruption to Work**

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



## **F. Indemnification**

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

## **G. Assignment**

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

## **H. Jurisdiction**

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

## **I. Severability and Survival**

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

## **J. Observe and Comply**

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

## K. Immigration Nationality Act

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

## L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

## N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas

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

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

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

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

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

#### **Q. Certificate of Interested Parties Electronic Filing**

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

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

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

The contractor shall:

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

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

## **O. Prohibition Against Personal Interest In Contracts**

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

## **P. Agreement Documents**

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

this AGREEMENT:

Attachment A – Statement of Work

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

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

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

**Burns & McDonnell Engineering Company Inc.**

DocuSigned by:  
BY: Robb Montgomery  
1D30F8C99BF94AB  
AUTHORIZED SIGNATURE

Printed Name: Robb Montgomery

Title: Director

913-484-3535  
PHONE NUMBER

robb.montgomery@1898andco.com  
EMAIL ADDRESS

2024- 1149980  
TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

**CITY OF DENTON, TEXAS**

BY: \_\_\_\_\_

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:  
Antonio Puente      Antonio Puente  
E3760944C2BF4B5...      PRINTED NAME  
SIGNATURE

DME General Manager  
TITLE

Electric  
DEPARTMENT



PART OF BURNS & MCDONNELL



# ENTERPRISE WORK AND ASSET MANAGEMENT TECHNICAL SUPPORT SERVICES

FOR DENTON MUNICIPAL ELECTRIC

STATEMENT OF WORK

October 10, 2024

## CONTENTS

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- 1.0 Overview and Scope Activities .....1-1**
  - 1.1 Background ..... 1-1
  - 1.2 Services Term ..... 1-1
  - 1.3 Service to be Provided ..... 1-1
    - 1.3.1 Role Details ..... 1-1
- 2.0 Assumptions .....2-2**
- 3.0 Team Structure .....3-4**
- 4.0 Maintenance and Support .....4-1**
- 5.0 Escalation Process .....5-2**
- 6.0 Change Management.....6-3**
- 7.0 Budget and Payment Terms.....7-1**
- 8.0 Contact Information .....8-2**
- 9.0 Terms ..... Error! Bookmark not defined.**
- 10.0 Authorization .....9-1**

## FIGURES

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- Figure 1. Project Team Structure ..... 3-4



# 1.0 Overview and Scope Activities

## 1.1 Background

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

## 1.2 Services Term

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

## 1.3 Service to be Provided

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

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

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

### 1.3.1 Role Details

#### **Maximo Solution Architect(s) (SA)**

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

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

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

## 2.0 Assumptions

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

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

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

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

### 3.0 Team Structure

The project team structure is illustrated below:

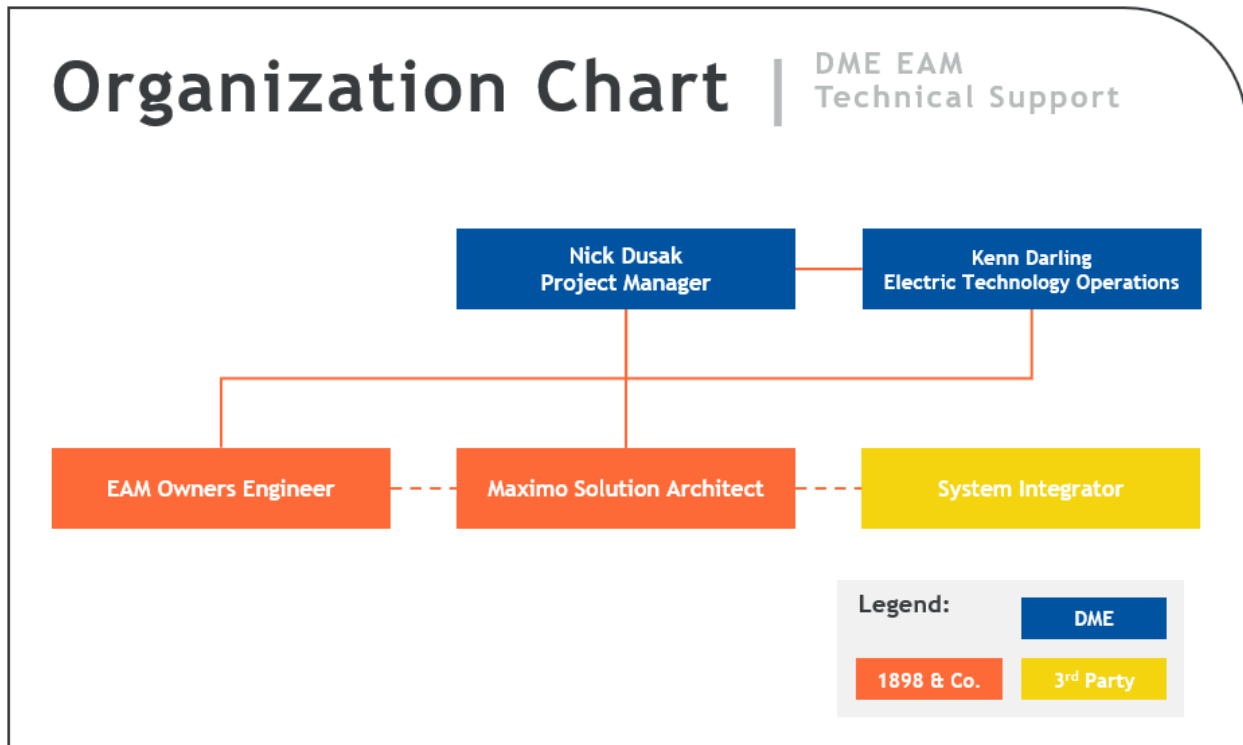


Figure 1. Project Team Structure

## 4.0 Maintenance and Support

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

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

### Incident / Problem Management

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

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

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

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

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

## 5.0 Escalation Process

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

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

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

## 6.0 Change Management

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

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

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

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

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

## 7.0 Budget and Payment Terms

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

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

Work hours will be charged using the following rate classification:

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

| Position Classification                | Hourly Billing Rate |
|--|---------------------|
| Project Support <sup>*,2</sup>         | \$137.00            |
| Analyst                                | \$217.00            |
| Lead Analyst                           | \$234.00            |
| Consultant                             | \$289.00            |
| Manager/Senior Consultant              | \$307.00            |
| Director / Senior Manager <sup>3</sup> | \$372.00            |
| Managing Director                      | \$390.00            |
| Principal Consultant                   | \$427.00            |

**NOTES:**

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



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

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

## 8.0 Contact Information

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

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

# 9.0 Authorization

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

**Client/Accepted and Agreed:**  
**Denton Municipal Electric**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

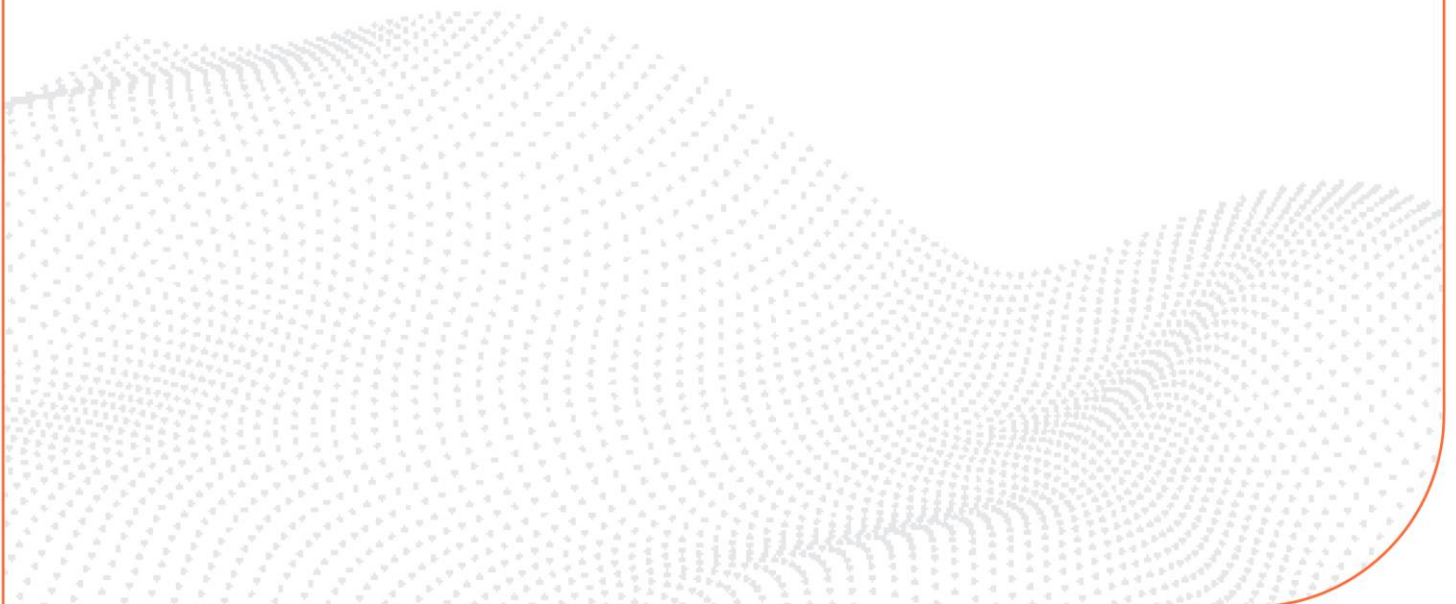
Printed Name: Robert Montgomery

Title: Director

Date: October 10<sup>th</sup>, 2024



[1898andco.com](http://1898andco.com)



**Certificate Of Completion**


|  |                                    |
|--|------------------------------------|
| Envelope Id: C1E888BD61774E52A38E15AF60252EBA                                      | Status: Sent                       |
| Subject: Please DocuSign: City Council Contract 7804-015 Maximo Support Specialist |                                    |
| Source Envelope:   |                                    |
| Document Pages: 33   | Signatures: 4                      |
| Certificate Pages: 6   | Initials: 1                        |
| AutoNav: Enabled   | Envelope Originator:               |
| Enveloped Stamping: Enabled  | Christa Christian                  |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                                  | 901B Texas Street                  |
|  | Denton, TX 76209                   |
|  | Christa.Christian@cityofdenton.com |
|  | IP Address: 198.49.140.10          |

**Record Tracking**

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

**Signer Events**

| Signer Events  | Signature   | Timestamp   |
|--|---|---|
| Christa Christian<br>christa.christian@cityofdenton.com<br>Purchasing Supervisor<br>City of Denton<br>Security Level: Email, Account Authentication (None) | <b>Completed</b><br><br>Using IP Address: 198.49.140.10 | Sent: 10/10/2024 4:35:12 PM<br>Viewed: 10/10/2024 4:35:21 PM<br>Signed: 10/10/2024 4:35:27 PM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |   |   |

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

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

|  |   |  |
|--|---|--|
| Robb Montgomery<br>robb.montgomery@1898andco.com<br>Director<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 45.22.105.57 | Sent: 10/14/2024 9:16:38 AM<br>Viewed: 10/14/2024 10:39:21 AM<br>Signed: 10/17/2024 9:49:14 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                       |   |  |

**Electronic Record and Signature Disclosure:**  
Accepted: 9/7/2022 9:49:52 AM  
ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

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

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

Sent: 10/17/2024 9:49:17 AM  
Viewed: 10/17/2024 9:51:46 AM  
Signed: 10/17/2024 10:40:46 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/17/2024 9:51:46 AM  
ID: 0f4b027d-80c7-489e-b626-03f1bd6b7562

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

Sent: 10/17/2024 10:40:49 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Thoden  
lauren.thoden@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 10/10/2024 4:35:30 PM  
Viewed: 10/10/2024 7:26:55 PM

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

**COPIED**

Sent: 10/17/2024 10:40:49 AM  
Viewed: 10/17/2024 3:18:00 PM

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Nicholas Dusak  
nicholas.dusak@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

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

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|               |                  |                       |
|---------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 10/10/2024 4:35:12 PM |
|---------------|------------------|-----------------------|

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| 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: | <ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul> |

\*\* 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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