

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 6615**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Modern Geosciences, with its corporate office at 5100 Thompson Terrace, Colleyville, TX 76034, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, assistance with Oil & Gas Well Inspection Activities, as described in Exhibit A, which is attached hereto and incorporated herein (the "Project").

**ARTICLE II
SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as Exhibit A as if written word for word herein.

- B. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit A**, which shall be attached to this Agreement and made a part hereof.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit A, Task 4: Contingency Sampling**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit A**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV **TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT will provide services from the date of execution and shall automatically expire upon completion of the work or receipt of the materials, and acceptance by the City of Denton.

ARTICLE V **COMPENSATION**

- A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

- B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in Exhibit "A" which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$250,000.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. ADDITIONAL SERVICES: For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "A." Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. PAYMENT: If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the

form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.

- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI

OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII

INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this

Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

ARTICLE X **ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI **TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons

specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII

NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Modern Geosciences
Kenneth S. Tramm, PhD, PG, CHMM
5100 Thompson Place
Colleyville, TX 76034

To OWNER:

City of Denton
Purchasing Manager –File 6615
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV

ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations,

negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII **PERSONNEL**

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX **ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – Consultant's Scope of Services
Exhibit B – Conflict of Interest Form-CIQ

B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

C. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Kenneth Tramm. However, nothing herein shall limit

CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- F. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE XXII **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII **RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

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

ARTICLE XXIV
CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

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

Contractor will be required to furnish an original notarized Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on signature page.
5. Sign and notarize the Form 1295
6. Email the notarized 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.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date_____.

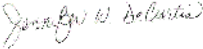
CITY OF DENTON, TEXAS

TODD HILEMAN, CITY MANAGER

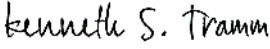
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____
DocuSigned by:

5972538AC4584B9...

Modern Geosciences,
A TEXAS CORPORATION
"CONSULTANT"

DocuSigned by:

C4C44DA8B03D451...
Kenneth S. Tramm, PhD, PG, CHMM
Principal/Program Manager

2017-273432

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON

INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

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

*As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. **Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or

suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

[X] A. General Liability Insurance:

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

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

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

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

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

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000.00 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

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

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

[X] Workers' Compensation Insurance

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

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

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

☒ **Professional Liability Insurance**

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

☐ **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

☐ **Commercial Crime**

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

☐ **Additional Insurance**

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

ATTACHMENT 1

[] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

- 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



DATE October 12, 2017

PROPOSAL P17147R3

ATTN **Kenneth Banks, PhD**
Director
City of Denton – Utilities
215 East McKinney Street
Denton, Texas 76201

SUBJECT Proposal to assist with Oil and Gas Inspection Activities
City of Denton

Dear Dr. Banks:

Modern Geosciences, LLC (Modern) is pleased to provide this proposal to assist the City of Denton (City) with Oil and Gas Inspection Activities. Modern has worked with over 20 municipalities on a variety of oil and gas related needs such as ordinance language, technical support, field inspections, air monitoring, data evaluation, public presentation, and programmatic support. Additionally, Dr. Tramm from Modern Geosciences has previously served on the City of Denton's Gas Drilling Task Force.

This proposal is based on discussions with the City and our understanding of the support being requested. If any additional information is needed or the scope requires further refinement, please let us know. Our intent is to design a cost-effective program reflective of your priorities and information needs.

Modern has included a few project examples demonstrating experience with programmatic oil and gas/air quality monitoring below.

EXHIBIT A



MODERN GEOSCIENCES

TRUSTED ENVIRONMENTAL ADVISORS

EXPERIENCE AND PROJECT EXAMPLES

Project Name: Air Quality/Padsite Inspection Services
Location: Flower Mound, Texas
Dates: January 2012 to Present
Client: Town of Flower Mound
Modern PM: Kenneth S. Tramm, PhD, PG, CHMM

Description: Modern has performed padsite inspection, sampling and air monitoring services for the Town of Flower Mound since 2012. Dr. Tramm has worked with the town since 2009. Efforts include ambient air sampling, fenceline sampling, near-equipment inspection under strict health and safety procedures, statistical data evaluation, general technical support of soil, groundwater, and air data, and monthly reporting. To date, hundreds of leaks have been identified and addressed by operators. This includes occasional subgrade leaks that would have not been identified using traditional methods and possibly presented explosion hazards to future operations at the site. Additional services have included technical support on city ordinances, staff training, and public presentations. All efforts have been performed on time and on budget.



Photo above depicts an Optical Gas Imaging (OGI) leak survey in Flower Mound. OGI allows for faster leak inspections as methane and VOC leaks are visually identifiable.



Photo above depicts a hydraulic fracturing event in Colleyville. Modern deployed several up and downwind monitors as well as conducted on and off-site air quality surveys. By giving immediate feedback, several emissions were curtailed and impact to neighboring properties was minimized.

Project Name: Air Quality/Padsite Inspection Services
Location: Colleyville, Texas
Dates: 2012 to Present
Client: City of Colleyville
Modern PM: Kenneth S. Tramm, PhD, PG, CHMM

Description: Modern has supported the City of Colleyville in the performance of oil and gas related monitoring, including continuous air monitoring during several stages of operation (drilling, hydraulic fracturing, flowback) as well as ambient air sampling/monitoring on and off-site. Technical support has included news media interviews, daily reports for city council, staff training, ordinance development support and summary reporting after each event. Efforts have also included soil sampling following a petroleum release during hydraulic fracturing and water well monitoring. All efforts have been performed on time and on budget.

EXHIBIT A



MODERN GEOSCIENCES

TRUSTED ENVIRONMENTAL ADVISORS



Exhibit 19 Wellhead near bleed-off valve (red arrow)

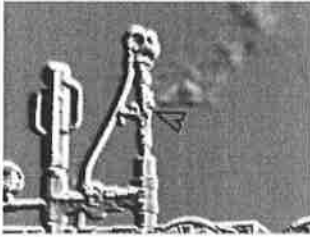


Exhibit 20 Wellhead (High-sensitivity probe (red arrow)). Methane concentration was noted to be 200% by volume at leak. The operator was notified of the leak.

Photo above depicts an OGI still from Modern's 2015 Audit where a methane leak was identified. Modern's reports are designed to give an operator sufficient information to allow correction of any leaks noted.

Project Name: Leak Detection Program Support and Program Audit
Location: Grand Prairie, Texas
Dates: 2011 to Present
Client: City of Grand Prairie
Modern PM: Kenneth S. Tramm, PhD, PG, CHMM

Description: Modern worked with the City of Grand Prairie concerning the requirements of a Leak Detection Compliance Program (LDCP). This guidance was used to set minimum requirements from each padsite operator concerning quarterly inspections and reporting. Modern also provided ordinance development support, staff training, air sampling, technical support and an operator training event to provide direction to all operators in the City. In 2015, Modern was asked to perform an audit of the self-reporting program and complete a padsite inspection where over a dozen leaks were identified and reported to the operator for repair. Following this, Modern helped the City update their LDCP guidance in 2017 to include elements of new EPA inspection guidance (Quad Oa). Additionally, Modern performed target padsite inspections for the City in 2017. All efforts were performed on time and under budget.

Project Name: Air Quality/Padsite Inspection Services
Location: Kennedale, Texas
Dates: 2011 to Present
Client: City of Kennedale
Modern PM: Kenneth S. Tramm, PhD, PG, CHMM

Description: Modern performed inspection, sampling and air monitoring services for the City of Kennedale. Additional services have included technical support on city ordinances and staff training. The city went to operator self-reporting in 2012 and Modern is consulted on an as-needed basis. All efforts were performed on time and under budget.



Photo above depicts an Open Path Monitor (OPM) collecting real-time VOC concentration data across separators in Kennedale.

EXHIBIT A



MODERN GEOSCIENCES

TRUSTED ENVIRONMENTAL ADVISORS

Project Name: Air Quality Evaluation
Location: Dallas, Texas
Dates: 2016
Client: City of Dallas
Modern PM: Kenneth S. Tramm, PhD, PG, CHMM

Description: Modern assisted the City of Dallas in the performance of an Air Quality Evaluation. In response to public concern that an area landfill and/or nearby industrial operations were impacting an established residential area, the City asked Modern to design and perform a comprehensive air monitoring event. This included review of existing emission source data, deploying three continuous air quality monitors recording ozone, methane, HS, total VOCs, particulate matter (PM_{2.5}), wind speed, wind direction, and related meteorological data, and supplementation with seven discrete monitor points with individual VOCs (40+ compounds) through the sensitive receptor area and suspected source areas. The project window was five (5) weeks with confirmation of point source concerns for repair and demonstration that air quality in the sensitive receptor area was below EPA and TCEQ air quality criteria.

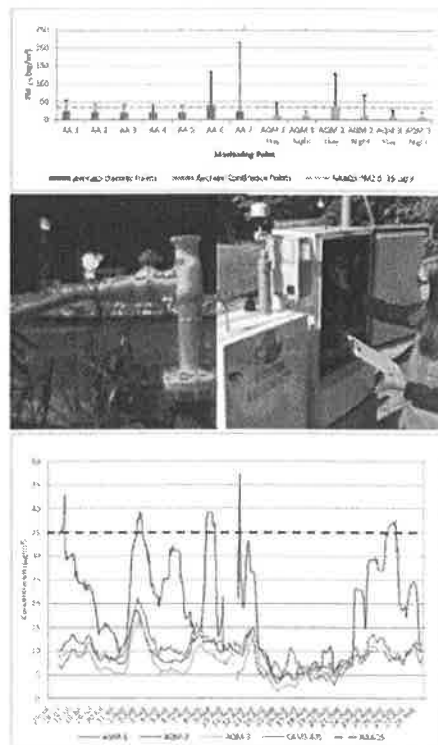
Future improvements are proposed to further reduce emission contribution and continuing monitoring and inspection is proposed. All efforts were performed on time and under budget.



Photo above depicts operator making repairs during Modern's field inspection efforts in Haslet, Texas.

Project Name: Air Quality/Padsite Inspection Services
Location: Haslet, Texas
Dates: 2017 to Current
Client: City of Haslet
Modern PM: Zachary R. Tondre, MS, GIT

Description: Modern serves as the City's Oil and Gas Inspector and performs annual inspection events on all ~127 wells in the City and ETJ. Efforts not only include near-equipment inspection with OGI and NORM equipment but fenceline monitoring for VOCs, H₂S, methane, and noise.

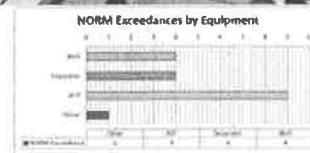


Photos and figures above depict particulate monitoring at both discrete and continuous points as well as an extraction well during infrared leak survey and air quality monitors being calibrated.

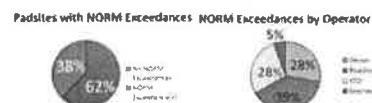


Modern also designed field checklists to incorporate into the inspection program to assist the City in confirming code compliance during our field inspections.

A total of 23 leaks and 18 NORM exceedances were confirmed in 2017 with all addressed by the operators following notification. As part of Modern's programmatic support, a GIS geodatabase was developed to allow all annual inspection results per padsite to be tracked in perpetuity within the City. An example of NORM inspection in the field and the resulting statistics is included to the right. All efforts were performed on time and under budget.



The above graphic provides a summary of the number of NORM exceedances by BOP-related and unrelated equipment. For operational assignments, "Other" indicates anywhere from 4 equipment including additional piping, components, and accessories. Of these, all but one were addressed.



BACKGROUND AND PROJECT UNDERSTANDING

Modern understands the City is requesting support in the performance and documentation of inspection activities at oil and gas facilities in production within the City limits. Wells within the extraterritorial jurisdiction (ETJ) are not included in this proposal. This is anticipated to include performance of the current City inspection items (e.g., signage, equipment maintenance, fire department access, landscaping, safety requirements) with additional leak detection efforts to better identify and communicate potential leaks and fugitive emission impacts to the City, operator, and community members.

Based on provided information, it is understood there are approximately 294 active wells within the City's corporate city limits. As part of the inspection effort, it is also understood the City wishes to prioritize inspections by proximity to sensitive receptors (e.g., schools, residential areas). An estimate to assist the City in completing the receptor screening is included as Task 1 with some assumptions presented to allow unit pricing included in the following tasks.

SCOPE OF SERVICES

TASK 1: RECEPTOR SCREENING, INSPECTION PRIORITIZATION, AND PROGRAM TECHNICAL SUPPORT

Modern will coordinate with City staff on the final definitions for low, moderate, and high priority inspection sites as well as the frequency of inspection and inspection program corresponding to the different priority sites.

Additionally, Modern will develop GIS-based layers to document padsite infrastructure noted during our field inspections, record inspection results, action items requiring attention, and generate padsite-specific figures that allow clear communication of our findings to all parties. The goal with this platform is to not



only allow this data to further inform multiple city departments within a common platform, but also allow data tracking over time so trends and performance measures are better understood.

A limited budget has been proposed to develop the above materials and provide technical support to the City. A line item for the cost to generate each padsite figure has been included. This is anticipated to be a one time cost with future inspection being able to utilize base figures going forward.

TASK 2: PADSITE INSPECTIONS ACTIVITIES

While padsite inspection prioritization and frequency has not been established, Modern has utilized the following assumptions to develop scope and costs estimates for this task.

Detail	Priority*	Frequency	Wells	Annual Inspections
<300' from sensitive use (18%)	High	2x/year	54	108
>300' to 1,000 from sensitive use (45%)	Moderate	1x/year	131	131
>1,000' from sensitive use (37%)	Low	1x/2 years	109	55
<i>Padsite Totals:</i>			131	131
<i>Well Totals:</i>			294	294

Remarks:

**Final priority definitions/distances to be set with City during completion of Task 1*

Assumes average of 2.25 wells per padsite (based on review of provided data)

Assumes frequency as noted above

Prior to initiating inspection activities, Modern will develop individual padsite maps within GIS to allow more efficient inspection efforts (Task 1). Additionally, we will assign unique values to each well, separator, and aboveground storage tank (AST) to allow clear reporting of concerns to operators. These maps will be included with each padsite inspection report. Based on discussions with the City, it is anticipated that a checklist to allow general inspection observations (i.e., code compliance) will be developed with the City during Task 1. Modern has developed a sample Padsite Inspection Report template with the operational requirements and environmental hazard assessment criteria included. A sample report is provided for reference.

In addition to a review of prior inspections results, Modern will utilize monitoring equipment consistent with industry standards to identify environmental hazards (e.g., radiation) and leaks. Monitoring during padsite inspections and air monitoring anticipates the use of the following equipment.

EXHIBIT A



MODERN GEOSCIENCES

TRUSTED ENVIRONMENTAL ADVISORS

Instrument Detail	Equipment Resolution
Optical Gas Imaging Camera (FLIR)	3,000 – 5,000 ppmv (as methane)
Radiation Meter (NORM)	1 μ R/hr
Methane Meter (Infrared) ¹	1 ppmv
Hydrogen Sulfide (H ₂ S) Meter ¹	0.003 ppmv
Photoionization Detector [Total VOCs (tVOCs)] ¹	0.001 ppmv
Noise Meter (Class 1 microphone with A, C and Z weighting and 1/3 octave filters) ²	1 dB
Particulate Matter (PM) as PM _{2.5} , PM ₁₀ , Total ²	1 μ g/m ³
Continuous AQM (Ozone, Methane, H ₂ S, PM, tVOCs) ³	Variable
VOC analysis using EPA Method TO-14/TO-17 ³	1 ppbv
Others ³	As needed

- 1- Fenceline monitoring at moderate and high priority sites anticipated to include collection of this data (up and down wind)
- 2- Fenceline monitoring at high priority padsites (i.e., nearest sensitive receptors) anticipated to include collection of this data
- 3- Optional equipment not currently within standard production monitoring proposal. Typically utilized when an air quality issue is identified or during drilling/flowback monitoring.

Site Access

Modern will coordinate with City staff and operator representatives to obtain access to each padsite for inspection. This will include a summary letter explaining the inspection approach to be used by Modern and personal protective equipment (PPE) to be utilized. Our PPE includes Flame Resistant Clothing (FRC) worn during access to areas where flammable environments are anticipated and OSHA HAZWOPER training for all staff entering a padsite for inspection purposes. It is anticipated that the services will be performed under Level D safety requirements and no other protective gear is required. All work will be performed under a detailed health and safety plan.

Near-Equipment Inspection

During the inspection event, Modern will perform an Audio, Visual, and Olfactory (AVO) field inspection data as well as record monitoring results with the use of optical gas imaging systems (e.g., FLIR cameras) to identify leaks and radiation meters to confirm NORM conditions at selected equipment. The goal of near-equipment inspection activities is to evaluate operational conditions of well heads, well connections, flanges, valves, pumps, well head fluids (i.e., corrosion inhibitors), production piping, visible system pressure gauges, separator systems, secondary containment integrity, above-ground storage tanks (i.e., thief hatch, ventilation), fluid disposal transfer points, compressor systems, chemical storage areas, and obvious signs of staining, spills, or releases.



Fenceline Inspection

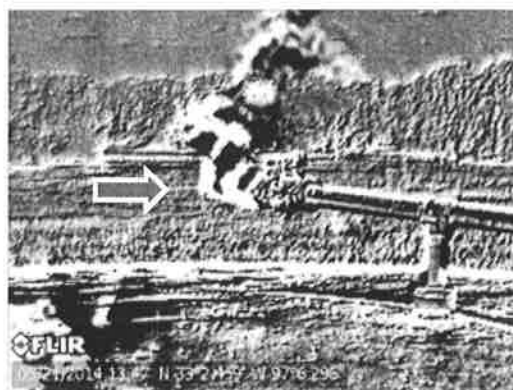
During the inspection events for moderate and high priority sites, Modern will perform an evaluation of both apparent up and downwind conditions at the padsite fenceline to allow record of site conditions in our inspection report. We will include an evaluation of methane concentrations, radiation, hydrogen sulfide, and total VOCs for moderate and high priority sites. For high priority sites we will include noise and particulate matter monitoring as well. Collection and analysis of air samples for individual VOCs can be included if requested, but is not within our current scope.

Our leak definitions are set at either positive visual observation with the OGI equipment, or if accessible, direct measurement for quantification. An example of our proposed leak definition thresholds are outlined in the example report attached to this proposal.

The leak/exceedance references represent non-ambient conditions that would typically indicate a significant contribution of COC emissions from production equipment. Normal intermittent operation of pneumatic equipment would not be considered a leak. If a continuous leak is identified and operator permission granted, we can tag the leak to allow easy identification after the field event. When a leak is associated with a low-bleed device, we will request manufacturer documentation so this is recorded in the report and not reported as a leak.



View of OGI efforts during a padsite inspection event.



Example of leaking pressure control valve from a tank battery system.

EXHIBIT A

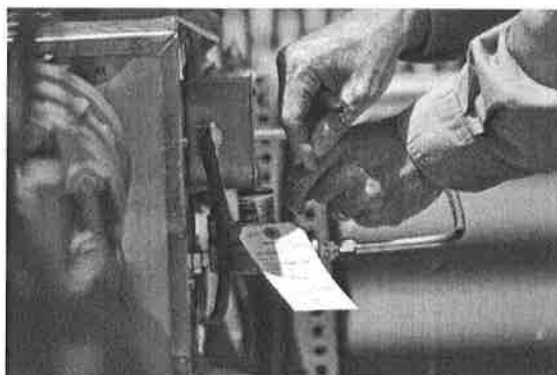


MODERN GEOSCIENCES

TRUSTED ENVIRONMENTAL ADVISORS



Example of infrared methane monitoring after a leak has been identified with the OGI equipment.



Example of tagged equipment in need of repair or replacement.

TASK 3: REPORTING

Monitoring reports will be prepared following each inspection event that outline the inspection methods, equipment inspected, monitoring results, and photos depicting any tagged leak under normal and OGI formats. Additionally, a site map showing the general layout and equipment locations during the monitoring event will be prepared. When the inspection is completed an email conveying the report and summary of leaks will be submitted to the City for communication with the operator and suggested period for re-inspection.

Upon completion of all annual activities, Modern will prepare a comprehensive summary report with our inspections analytics and recommendations for programmatic improvements. The goal of the annual summary report is to provide the City with a snapshot understanding of current well/padsite operating conditions and highlight those requiring corrective action or where health and safety concerns may be present.

TASK 4: CONTINGENCY SAMPLING, RE-INSPECTION AND NON-INSPECTION TECHNICAL SUPPORT

Modern has included contingency sampling for individual VOCs and hydrogen sulfide within this task. If field monitoring with discrete sampling at the fenceline identifies conditions indicative of elevated VOCs or hydrogen sulfide, Modern will collect a time-weighted sample for evaluation of VOCs using EPA Method TO-17 and/or hydrogen sulfide using ASTM Method D5504. Modern will bring contingency sampling equipment on all high and moderate sampling events.

The current inspection and reporting process assumes the operator will be responsible to address leaks or action items noted during the inspection event. However, Modern has included contingency costs for the performance of re-inspection events should verification be required. Additionally, unit rates for other inspection efforts and technical support outside of padsite inspection has been included under this task.



ESTIMATED BUDGET

Modern will perform the above described scope of services for a time and materials/unit rate fee as presented below. The total not-to-exceed estimate for Tasks 1-3 is **\$238,333**. *Contingency costs are included for elements of Task 4 as unit costs for future authorization on an as needed basis.*

ESTIMATED PROJECT BUDGET

TASK 1: RECEPTOR SCREENING, INSPECTION PRIORITIZATION, AND PROGRAM TECHNICAL SUPPORT

Consulting Labor	\$ 5,000
Padsite Figure Development (\$125/padsite; 131 padsites) ¹	\$ 16,333
Expenses	\$ 1,500

Subtotal: \$ 22,833

TASK 2 & 3: ANNUAL PADSITE INSPECTION AND REPORTING

High Priority Padsites (54 Wells Anticipated)²

- *Near Equipment Inspection: FLIR OGI, NORM*
- *Fenceline Inspection: Methane, NORM, Hydrogen Sulfide, tVOCs, Noise and Particulate Matter*

Consulting Labor and Expenses per well inspection: \$ 765

Total No. of wells inspected annually: 108

Subtotal: \$ 82,620

Moderate Priority Padsites (131 Wells Anticipated)²

- *Near Equipment Inspection: FLIR OGI, NORM*
- *Fenceline Inspection: Methane, NORM, Hydrogen Sulfide, tVOCs*

Consulting Labor and Expenses per well inspection: \$ 705

Total No. of wells inspected annually: 131

Subtotal: \$ 92,355

Low Priority Padsites (109 Wells Anticipated)²

- *Near Equipment Inspection: FLIR OGI, NORM*

Consulting Labor and Expenses per well inspection: \$ 555

Total No. of wells inspected annually: 55

Subtotal: \$ 30,525

Annual Summary Report (Comprehensive Data Presentation) \$ 10,000

Total Program and Inspection Costs (Tasks 1-3): **\$238,333**

EXHIBIT A



MODERN GEOSCIENCES

TRUSTED ENVIRONMENTAL ADVISORS

ESTIMATED PROJECT BUDGET (CONT'D)

TASK 4: CONTINGENCY SAMPLING RE-INSPECTION AND NON-INSPECTION TECHNICAL SUPPORT

(AUTHORIZED AS NEEDED)

Contingency Sampling (Includes all sample kits, equipment, analysis)

VOC Analysis using EPA Method TO-17M	\$ 135/ea
Hydrogen Sulfide using ASTM D5504	\$ 285/ea

Re-Inspection Service Items⁵

Item (Labor and Expenses included)	Comb. ³	Ind. ⁴
Leak Re-inspection (FLIR OGI)	\$200	\$600
Noise Monitoring	\$150	\$500
Re-Inspection of Environmental Hazard (tVOC, NORM, H ₂ S)	\$150	\$500
Air Sampling up and downwind of padsite for VOC analysis as well as PM, H ₂ S, NORM, Methane, and tVOCs	\$500	\$1,000

Technical/Field Support and/or Data Processing⁵

Program Manager	\$ 150/hr
Project Engineer	\$ 165/hr
Project Manager	\$ 135/hr
Project Scientist	\$ 95/hr
GIS/CAD Support	\$ 85/hr
Administrative	\$ 65/hr
Other services, extended monitoring events, water/soil sample analysis (project specific)	TBD
Expenses (project specific)	TBD

- 1- Costs anticipated to be a one-time event per padsite. Once all padsites have been documented updating costs will be within inspection fees.
- 2- Costs assume per well basis the time to coordinate site visits, prepare GIS data, complete field inspection, record field observations, and prepare padsite report. Includes all field and equipment expenses.
- 3- Cost if activity performed in combination with other field inspection efforts. Schedule will be dependent on project activities. Assumes less than 1.5 hours of field time at each event and use of noted equipment.
- 4- Cost if activity performed in independent of other field inspection efforts. Schedule will be prioritized to meet City goals. Assumes less than 1.5 hours of field time at each event and use of noted equipment.
- 5- Cost for non-inspection efforts during normal business hours (M-F 8am to 5pm). If support required outside these hours, the normal rate or inspection unit costs would be charged at 2x the presented rate.



PROJECT SCHEDULE

Modern is ready to begin project activities immediately following authorization. Key steps are outlined below with anticipated completion schedules.

Step	Description	Completion
1	Project kickoff meeting with City staff	10 days from authorization
2	Confirm inspection prioritization goals and inspection frequency. Develop GIS-based prioritization maps based on City criteria. Update the inspection schedules accordingly. Verify City operational inspection criteria (current checklist items).	15 days from City input and required GIS files for analysis
3	Finalize project budget based on results of Step 2.	5 days from Step 2 completion
4	Complete DRAFT padsite maps for all City padsites included in annual inspection effort (includes Low priority padsites – half of which will be addressed in Year 2).	15 days from Step 3 and revised budget authorization
5	Submission of padsite access request with outline of procedure and verification of access limitations	10 days from Step 4 completion
6	Completion of semi-annual and annual padsite inspections	Within 6 months of authorization by City (and Operator access)
7	Re-inspections/Operator repair confirmation	Concurrent with Step 6 through 1 additional month
8	Reporting (individual padsite reports)	Each inspection report will be submitted within 15 days of inspection event
9	Annual Summary Report and updated GIS layers with annual data results and outstanding action items.	Within 15 days from last report

ASSUMPTIONS AND LIMITATIONS

The following assumptions were made in preparing this proposal:

- The City will coordinate all access required to allow the above scope of work to be executed;
- Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession practicing in the same locality, under similar conditions and at the time the services are performed;
- Our conclusions, opinions and recommendations will be based on the information available for review. This will only include a limited number of observations and data points. It is likely that conditions will vary between or beyond the specific points evaluated; and
- Costs presented above are based on the estimated number of wells and the services proposed. If the scope of work or number of wells changes, the budget may need to be updated to reflect this change of condition.



AUTHORIZATION

The City can engage us through the current purchase order system, issuance of a professional Services Agreement (PSA), or authorization of one or more of the outlined tasks.

CLOSING

We thank you for the opportunity to provide this proposal for environmental services and look forward to working with you as the need arises. If you have any questions or comments, please feel free to contact the undersigned at your convenience.

Respectfully submitted,



Zachary Tondre, MS, GIT
Project Scientist



Kenneth S. Tramm, PhD, PG, CHMM
Principal/Program Manager

MODERN GEOSCIENCES

Texas Registered Geoscience Firm 50411
Texas Registered Engineering Firm F-16201

Attachment: Example Padsite Inspection Report

EXHIBIT A

ANNUAL PADSITE INSPECTION REPORT

Padsite Name: Example Farms & Family Trust Padsite (#34)

Operator: Example

Inspection Date: 05/05/17

Inspector: ZT/DW

**Wells:**

- A- Ashmore Farms 1H (RRC ID: 197000)
 B- Ashmore Farms 2H (RRC ID: 241000)
 C- Family Trust 1H (RRC ID: 192000)
 D- Family Trust 2H (RRC ID: 193000)
 E- Family Trust 3H (RRC ID: 241000)

Inspection Summary:			
Equipment	Leaks*	NORM**	Fenceline Results:
Wells	0	0	Below Screening Goals
Separators	1	1	Action Items: None
ASTs	0	0	
Other	0	0	

*OGI leaks identified exclude operational low bleed components

**NORM exceeding 50 µR/hr (labeled or unlabeled)

OPERATIONAL REQUIREMENTS

Pass	Fail	N/A	City of Denton Checklist (DRAFT- Final to match ordinance/City criteria)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 1: Signage Req: <input type="checkbox"/> Operator Name; <input type="checkbox"/> Address; <input type="checkbox"/> Well Name; <input type="checkbox"/> 24hr Phone; <input type="checkbox"/> RRC/API No.s; <input type="checkbox"/> No Smoking; <input type="checkbox"/> Reflective/Lighting Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 2: Proper Painting on all Wellheads, Tank batteries, Separators Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 3: Equipment height criteria is compliant. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 4: Site layout criteria is compliant. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 5: Fire Dept. Req: <input type="checkbox"/> Fire Lane; <input type="checkbox"/> Safety Valve; <input type="checkbox"/> Tank Level Gauge; <input type="checkbox"/> Accessible ESD; <input type="checkbox"/> Tank Integrity; <input type="checkbox"/> Tank Labels; <input type="checkbox"/> Foaming Lines Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 8: No refining plant or main line compression/cooling plant allowed. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 9: No flaring or burning allowed during production without approval. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 10: Each well has permanent signage with name/number of operator. Comments: None
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Item 11: Warning sign where pipeline crosses thoroughfare. Comments: None
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Item 12: Flow and gathering pipelines must be <300 psi unless otherwise approved. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 13: No flooding conditions created by well or pipeline. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 14: During production, wells and associated equipment must be screened with 6' solid/fenced walls that match surroundings. Locked gate for safety. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 15: ASTs no taller than 8' and painted an approved shade of green or non-contrasting soft earth tone color to match surroundings (per ord. 010-2011). Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 16: Trees and shrubbery must be in good health. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 17: Gravel road or better with proper drainage at drive. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 18: AST berm designed to hold 150% of AST capacity. Lightning arrestor at each AST. Comments: None
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 19: "Fire access will be provided in accordance with all local, state and federal requirements." Comment: Knox Lock installed properly (as applicable)

EXHIBIT A

ANNUAL PADSITE INSPECTION REPORT

Padsite Name: Example Farms & Family Trust Padsite (#34)

Operator: Example

Inspection Date: 05/05/17

Inspector: ZT/DW



LEAK/EXCEEDANCE DEFINITIONS

Operational Requirements					
Constituent:	Methane	NM VOCs	H ₂ S	NORM	Other: Noise
Criteria:	10,000 ppmv	500 ppmv	10 ppmv	50 µR/hr	N/A
Fenceline:	1,000 ppmv	0.1 ppmv	0.08 ppmv	50 µR/hr	70 dBA
Equipment	OGI Camera	PID	H ₂ S Meter	Radiation Meter	Sound Meter

INSPECTION RESULTS – WELLS

Location ID:	Leaks (OGI):	NORM (µR/hr; max):	Date Reported ¹ :	Date Addressed ² :
Well A	None	<15	NA	NA
Well B	None	<15	NA	NA
Well C	None	<15	NA	NA
Well D	None	<15	NA	NA
Well E	None	<15	NA	NA
General Notes: No other concerns noted.				

INSPECTION RESULTS – SEPARATORS

Location ID:	Leaks (OGI):	NORM (µR/hr; max):	Date Reported ¹ :	Date Addressed ² :
Separator A	None	150	NA	NA
Separator B	None	<15	NA	NA
Separator C	None	<15	NA	NA
Separator D	Compression Fitting	<15	05/05/17	05/05/17
Separator E	None	<15	NA	NA
General Notes: No other concerns noted.				

INSPECTION RESULTS – TANK BATTERY (ASTS)

Location ID:	Leaks (OGI):	NORM (µR/hr; max):	Date Reported ¹ :	Date Addressed ² :
Tank A	None	45	NA	NA
Tank B	None	<15	NA	NA
Tank C	None	35	NA	NA
Tank D	None	<15	NA	NA
Tank E	None	<15	NA	NA
General Notes: No other concerns noted.				

INSPECTION RESULTS – COMPRESSORS OR ANCILLARY EQUIPMENT

Location ID:	Leaks (OGI):	NORM (µR/hr; max):	Date Reported ¹ :	Date Addressed ² :
Ancillary A	None	<10	NA	NA
Ancillary B	None	<10	NA	NA
Ancillary C	None	<10	NA	NA
Compressor A	None	<10	NA	NA
General Notes: No other concerns noted.				

¹ – Reported to operator² – If reported to Modern by operator

*NORM exceeding 50 µR/hr not labeled.

EXHIBIT A

ANNUAL PADSITE INSPECTION REPORT

Padsite Name: Example Farms & Family Trust Padsite (#34)

Operator: Example

Inspection Date: 05/05/17

Inspector: ZT/DW



Leaks identified using OGI will typically require methane in excess of 3,000 ppmv (0.3% by volume) and can be suggestive of concentrations in excess of the lower explosive limit (50,000 ppmv or 5% by volume). Additionally, the American Conference of Governmental Industrial Hygienists (ACGIH) has assigned an 8-hour threshold limit value (TLV) of 1,000 ppmv (0.1% by volume) due to its potential for cardiac sensitization and central nervous system depression. Based on these factors, a leak noted by OGI will be considered an "environmental or personal hazard" requiring action by the operator for repair unless determined by the operator to be the result of normal operations. Modern will tag leaks to allow later identification if authorized by the operator.

PERIMETER ENVIRONMENTAL HAZARD ASSESSMENT

Met. Data			Wind Direction (to): NE	Wind Speed (mph): 4.5	Bar. Pressure ("Hg): 30.14
			Avg. Temp (°F): 75.2	Humidity (%): 39.9	Precipitation: N/A
Pass	Fail	N/A	Operational Requirements (Ordinance No. 0801-04) Item Q25		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perimeter PID readings <100 ppbv	Upwind Comments: Result: <1 ppbv	Downwind Comments: Result: <1 ppbv
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perimeter Radiation <50 µR/hr	Upwind Comments: Result: <15 µR/hr	Downwind Comments: Result: <15 µR/hr
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perimeter H ₂ S <80 ppbv	Upwind Comments: Result: <5 ppbv	Downwind Comments: Result: <5 ppbv
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perimeter Methane < 1,000 ppmv	Upwind Comments: Result: <1 ppmv	Downwind Comments: Result: <1 ppmv
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Noise Monitoring: (Goal: <70dBA at 100' from padsite) Exceed Goal: No	Perimeter Result ¹ : <u>55.4</u> dBA (<5-minute sample) Secondary Result at 100' from perimeter: <u>N/A</u> dBA File #: 011 Comments: None	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other perimeter observations suggestive of releases to air, surface or groundwater. Comments: None		

¹Perimeter monitoring occurred at the fence line closest to an adjoining occupied structure. If an exceedance is noted at this point, a secondary monitoring event is conducted approximately 100 feet from perimeter toward the nearest occupied structure.

EXHIBIT A

ANNUAL PADSITE INSPECTION REPORT

Padsite Name: Example Farms & Family Trust Padsite (#34)

Inspection Date: 05/05/17

Operator: Example

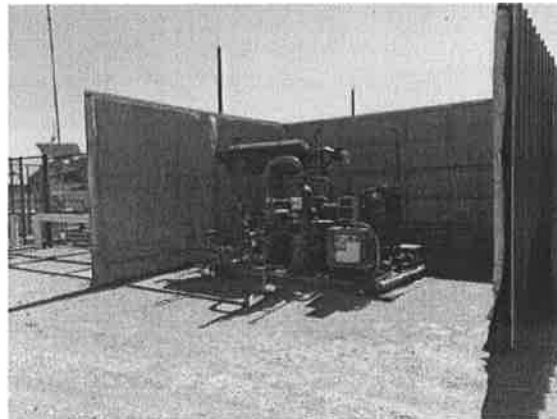
Inspector: ZT/DW



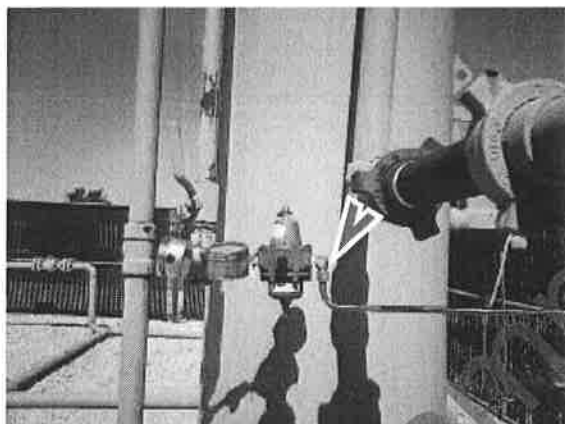
MODERN GEOSCIENCES



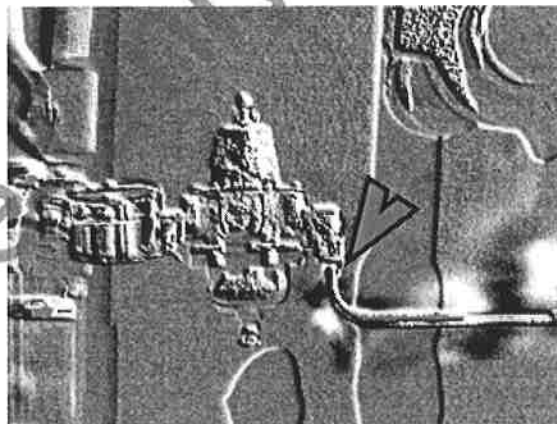
No. 1 View of padsite entrance with well signage and Knox Lock.



No. 2 View of on-site compressor and acoustic wall.



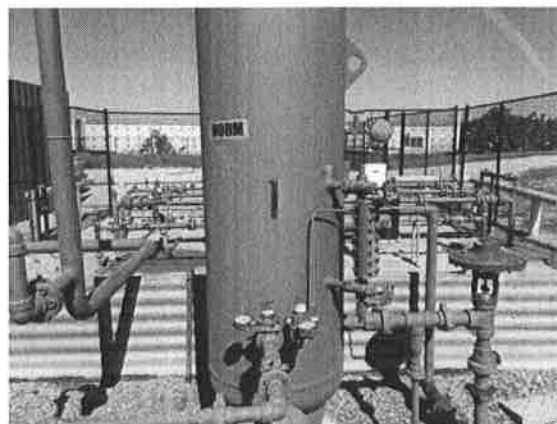
No. 3 Leak observed at a compression fitting on Separator D.



No. 4 Leak observed at a compression fitting on Separator D shown in HSM.

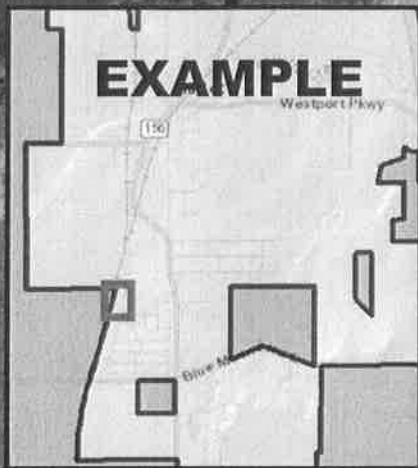


No. 5 View of OGI operation at leak observed on Separator D.



No. 6 View of NORM labeled separator (A).

Source: © 2010 Microsoft Corporation and its data suppliers



Example Operating, LLC	
Well ID	RRC ID
A	192000
B	193000
C	241000
D	197000
E	241000



0 40 80 120 160
Feet

This figure was prepared using data from a variety of sources. No warranty is made as to the accuracy or completeness of data provided through third parties. All data contained herein is subject to change without notice. This figure is not intended for use as a legal survey or construction design document.

Legend

- Compressor
- Ancillary Equipment
- Wells
- Separators
- ASTs
- Observation Path
- Padsite Boundary



MODERN GEOSCIENCES
TRUSTED ENVIRONMENTAL ADVISORS®

PROJECT NO. 17018
DRAWN: 05.05.17
DRAWN BY: LM
CHECKED BY: KT
FILE NAME: Haslet_34_BT_050517.mxd

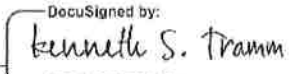
SITE MAP

Example Trust/Family Farms Padsite (No. 34)
Example, Texas

FIGURE

1

Exhibit B

C O O F L C O O F M E E S O O E S O O O A M E	F O O M C O O
For Vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the last time filed. 2018 84th Legislative 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). 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: <u>None</u>
2	<input type="checkbox"/> This is not 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 7 th 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. <div style="text-align: center;"> <u>None</u> Name of Officer </div> <p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section. <u>None.</u> </p>
4	<input checked="" type="checkbox"/> There is no Conflict of interest to disclose.
5	DocuSigned by:  C4C44DA8B03D451... with the governmental entity
Date: <u>10/17/2017</u>	

Certificate of Completion

Envelope Id: 1080DA426A3F4322BB696817BEFA80FF

Status: Sent

Subject: Please DocuSign: Denton City Council Contract 6615 for Oil & Gas Well Inspection Services

Source Envelope:

Document Pages: 38

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rebecca Hunter

AutoNav: Enabled

rebecca.hunter@cityofdenton.com

EnvelopeId Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Rebecca Hunter

Location: DocuSign

10/17/2017 1:35:03 PM

rebecca.hunter@cityofdenton.com

Signer Events

Signature

Timestamp

Rebecca Hunter

Completed

Sent: 10/17/2017 3:03:37 PM

rebecca.hunter@cityofdenton.com

Viewed: 10/17/2017 3:03:47 PM

Assistant Purchasing Manager

Signed: 10/17/2017 3:04:59 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kenneth S. Tramm

DocuSigned by:
Kenneth S. Tramm
C4C44DA8B03D451

Sent: 10/17/2017 3:05:01 PM

ktramm@moderngeosciences.com

Viewed: 10/17/2017 3:08:00 PM

General Manager

Signed: 10/17/2017 3:41:15 PM

Security Level: Email, Account Authentication (Optional)

Using IP Address: 64.183.187.30

Electronic Record and Signature Disclosure:

Accepted: 10/17/2017 3:08:00 PM

ID: b5dee4a8-67a8-4434-bb82-de8f937897d7

Jennifer DeCurtis

DocuSigned by:
Jennifer DeCurtis
5072538AC4584B9

Sent: 10/17/2017 3:41:20 PM

jennifer.decurtis@cityofdenton.com

Viewed: 10/17/2017 3:46:17 PM

Deputy City Attorney

Signed: 10/17/2017 3:46:27 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julia Winkley

Sent: 10/17/2017 3:46:29 PM

julia.winkley@cityofdenton.com

Viewed: 10/18/2017 7:34:10 AM

Contracts Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman


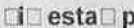





Todd.Hileman@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 7/25/2017 9:02:14 AM

ID: 57619bf-2aec-4b1f-805d-6bd7d9966f21

Signer Events Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature	
Person Signer Events	Signature	
Editor Deliver Events	Status	
Agent Deliver Events	Status	
Intermediary Deliver Events	Status	
Certified Deliver Events	Status	
Carbon Copy Events Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Status <div>COPIED</div>	 Sent: 10/17/2017 3:41:18 PM
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/17/2017 3:41:19 PM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Estimated
--------------------	--------	-----------

Kenneth Banks
kenneth.banks@cityofdenton.com
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notar Events	Signature	Estimated
--------------	-----------	-----------

Envelope Summary Events	Status	Estimated
-------------------------	--------	-----------

Envelope Sent	Hashed/Encrypted	10/17/2017 3:46:29 PM
---------------	------------------	-----------------------

Parent Events	Status	Estimated
---------------	--------	-----------

Electronic Record and Signature Disclosure
--