

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RUNI RECYCLING MACHINERY INC., FOR THE PURCHASE AND INSTALLATION OF A SK240 STYROFOAM DENSIFIER FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8662 – AWARDED TO RUNI RECYCLING MACHINERY INC., IN THE NOT-TO-EXCEED AMOUNT OF \$79,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the purchase and installation of a SK240 Styrofoam densifier for the Solid Waste and Recycling Department; and

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

WHEREAS, this procurement was undertaken as part of the City's governmental function [Garbage and solid waste removal, collection, and disposal]; and

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8662	Runi Recycling Machinery Inc.	\$79,000.00

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

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

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

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

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

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

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

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

RFP	8662
File Name	STYROFOAM DENSIFIER
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND RUNI RECYCLING MACHINERY INC.
(Contract #8662)**

THIS CONTRACT is made and entered into this date _____, by and between Runi Recycling Machinery Inc., a Delaware corporation, whose address 371 Country Club Drive, Bensenville, IL 60106, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

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

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City’s RFP #8662 Styrofoam Densifier, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s RFP 8662 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Contractor’s Proposal and Order of Confirmation (“Contractor’s Offer”) (**Exhibit “E”**);
- (f) Insurance Requirements (**Exhibit “F”**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “G”**)

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

Prohibition on Contracts with Companies Boycotting Israel

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

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

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

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

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

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

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

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

Signed by:

Brian Boerner

DCD14331B889A4A9...

SIGNATURE

Brian Boerner

PRINTED NAME

Director of Solid Waste

TITLE

SWR

DEPARTMENT

Signed by:

CONTRACTOR

Torben Dysager

ECC6FED81C23480

BY: _____

AUTHORIZED SIGNATURE

Printed Name: Torben Dysager

Title: President

+4561611997

PHONE NUMBER

td@runi.dk

EMAIL ADDRESS

2025- 1269388

TEXAS ETHICS COMMISSION

CERTIFICATE NUMBER

ATTEST:
LAUREN THODEN, CITY SECRETARY

CITY OF DENTON, TEXAS

BY: _____

BY: _____

SARA HENSLEY
CITY MANAGER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

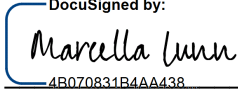
BY:  _____
4B070831B4AA438

Exhibit A

Special Terms and Conditions

PREAMBLE

1. These General Conditions shall apply when the parties agree thereto. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

- **"Contract"**: the agreement In Writing between the parties concerning delivery of the Product and performance of the Works and all appendices, including agreed amendments and additions In Writing to the said documents;
- **"Contract Price"**: the agreed price for the Works, which shall be either a fixed price or, in case the parties have specifically agreed on a price revision clause, the revised price. If installation is to be carried out on a time basis and has not been completed, the Contract Price for the purposes of Clauses 20, 40 and 41 shall be the price for the Product with the addition of 10 per cent or of any other percentage that may have been agreed by the parties;
- **"Negligence"**: a failure to take such care as is reasonable in the circumstances to avoid consequences for the other party;
- **"In Writing"**: communication by document signed via physical signature or electronic signature platform by both parties or by letter, electronic mail, fax and by such other means as are agreed by the parties;
- **"Product"**: the object(s) to be supplied under the Contract, including software and documentation;
- **"Site"**: the place where the Product is to be installed, including as much of the surrounding area as is necessary for unloading, storage and internal transport of the Product and installation equipment;
- **"Works"**: the Product, installation of the Product and any other work to be carried out by the Contractor under the Contract. If the Works shall according to the Contract be taken over by separate sections intended to be used independently from each other, these Conditions shall apply to each section separately. The term "Works" shall then refer to the section in question.

PRODUCT INFORMATION/INSTRUCTIONS

3. All information and data contained in general product documentation and price lists, regardless of form, shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.
4. The Contractor shall, not later than at the date of taking-over, provide free of charge information, drawings and instructions which are necessary to permit the Purchaser to commission, operate and maintain the Works. Such information, drawings

and instructions shall be supplied as one paper copy of each and also electronically. The Contractor shall not be obliged to provide manufacturing drawings for the Product or for spare

parts.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5. All intellectual property rights in the Works, including in any embedded software, and in any technical information relating to the Works, shall rest with the Contractor or, in the appropriate case, with a third party which has licensed the Contractor to sublicense these rights. Subject to any limitations that may have been agreed between the third party and the Contractor, the Purchaser shall acquire a non-exclusive, perpetual and transferable right to use these intellectual property rights, but limited to the extent required by the purpose of the Contract. The Contractor shall not be obliged to provide the Purchaser with the source code or with updates for any embedded software, unless specifically agreed In Writing or required by law.

This clause shall also apply when the Works and/or software has been specifically developed for the Purchaser, unless otherwise agreed In Writing.

6. Technical, commercial and financial information and information, which has been clearly marked as confidential shall be treated confidentially. The information shall therefore not without the consent of the disclosing party In Writing be used for any other purpose than that for which it was provided. It may not, without the consent of the disclosing party In Writing, be transmitted, communicated or otherwise disclosed to a third party. Contractor acknowledges that the City of Denton must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, chapter 552, and *Texas Government Code*.

FACTORY ACCEPTANCE TESTS

7. Factory acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.

If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

8. The Contractor shall notify the Purchaser In Writing of these tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.
9. If the tests show the Product not to be in accordance with the Contract, the Contractor shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.
10. The Contractor shall bear all costs for tests before shipment of the Product. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.

PREPARATORY WORK AND WORKING CONDITIONS

11. The Contractor shall in good time provide drawings showing the manner in which the Product is to be installed, together with all information required for preparing suitable foundations, for providing access for the Product and any necessary equipment to the Site and for making all necessary connections to the Works.
12. The Purchaser shall in good time undertake preparatory work to ensure that the conditions necessary for installation of the Product and for the correct operation of the Works are fulfilled. This shall not apply to preparatory work which according to the Contract shall be performed by the Contractor.
13. The preparatory work referred to in Clause 12 shall be carried out by the Purchaser in accordance with the drawings and information provided by the Contractor under Clause 11. In any case the Purchaser shall ensure that the foundations are structurally sound. If the Purchaser is responsible for transporting the Product to the Site, he shall ensure that the Product is on the Site before the agreed date for starting the installation work.
14. The Purchaser shall ensure that the following conditions are satisfied:
 - a) The Contractor's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. The Contractor shall be allowed to perform work outside normal working hours to the extent deemed necessary by him, but based on prior agreement In Writing between the Parties as regards the exact date and time;
 - b) he has, in good time before installation is started, informed the Contractor In Writing of all relevant safety regulations in force at the Site to be observed by the Contractor's personnel. Installation shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before installation is started and shall be maintained during the time of installation;
 - c) the Contractor's personnel are able to obtain appropriate board and lodging near the Site and have access to internationally acceptable hygiene facilities and medical services;
 - d) he has made available to the Contractor free of charge at the proper time on the Site all necessary cranes, lifting equipment and equipment for transport on the Site, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease, gas, water, electricity, steam, compressed air, heating and lighting), as well as the measuring and testing instruments of the Purchaser available on the Site. The Contractor shall specify In Writing his requirements in this respect at the latest one month before the agreed date for starting the installation work;
 - e) Intentionally Omitted;
 - f) Intentionally Omitted;
 - g) the access routes to the Site are suitable for the required transport of the Product and the Contractor's equipment;
 - h) all necessary permits and other official authorizations for carrying out the installation work shall be available, insofar as these can only be obtained by the Purchaser. The Contractor shall assist by providing information and documentation that the Purchaser may reasonably request for obtaining such permits and authorizations.

15. Upon the Contractor's request in good time, the Purchaser shall make available to the Contractor, free of charge, such labor and operators as may be specified in the Contract. The persons made available by the Purchaser under this clause shall provide their own tools. The Contractor shall not be liable for such labor provided by the Purchaser or for any acts or omissions of the persons concerned.
16. The parties shall, no later than when the Contractor gives notice that the Product is ready for dispatch from the place of manufacture, each appoint a representative In Writing to act on their behalf during the work on the Site.

The representatives shall be present on or near the Site during working hours. Unless otherwise specified in the Contract, the representatives shall be authorized to act on behalf of their respective party in all matters concerning the installation work. Wherever these General Conditions stipulate that a notice shall be given In Writing, the representative shall always be authorized to receive such notice on behalf of the party he represents.

17. The Contractor shall keep a site register in which he shall note any problems encountered, including any breach of safety regulations. He shall also note in this register any waiting time due to the Purchaser's failure to fulfil any of his obligations or due to other circumstances. This site register shall be updated daily and be available to the Purchaser.

PURCHASER'S DEFAULT

18. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the agreed time for delivery or to fulfil in time his obligations necessary for carrying out installation, including complying with the conditions specified in Clauses 10-15, he shall forthwith notify the Contractor In Writing, stating the reason and, if possible, the time when he will be able to carry out his obligations.
19. Without prejudice to the Contractor's rights under Clause 20, if the Purchaser fails to accept delivery of the Product at the agreed time for delivery or to fulfil, correctly and in time, his obligations necessary for carrying out installation, including to comply with the conditions specified in Clauses 10-15, the following shall apply:
 - a) The Contractor may at his own discretion choose to carry out or employ a third party to carry out the Purchaser's obligations or otherwise take such measures as are appropriate under the circumstances in order to avoid or alleviate the effects of the Purchaser's default.
 - b) The Contractor may suspend in whole or in part his performance of the Contract. He shall forthwith notify the Purchaser In Writing of such suspension.
 - c) If the Product has not yet been delivered to the Site, the Contractor shall arrange for storage of the Product at the Purchaser's risk. The Contractor shall also, if the Purchaser so requires, insure the Product.
 - d) The Purchaser shall pay any part of the Contract Price which, but for the default, would have become due.
 - e) The Purchaser shall reimburse the Contractor for any costs resulting from items a) and c) and for any other costs not covered by Clause 44 or 45, which are reasonably incurred by the Contractor as a result of the Purchaser's default.
20. If taking-over is prevented by the Purchaser's default as referred to in Clause 19 and this is not due to any of the circumstances as mentioned in Clause 73, the Contractor may also by notice In Writing require the Purchaser to remedy his default within a final reasonable period.

If, for any reason which is not attributable to the Contractor and not the result of any of the circumstances mentioned in Clause 68, the Purchaser fails to remedy his default within such period, the Contractor may by notice In Writing terminate the Contract in whole or in part. The Contractor shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the Contract Price which is attributable to that part of the Works in respect of which the Contract is terminated.

LAWS, REGULATIONS AND RULES

21. The Contractor shall ensure that the Works are carried out and are in accordance with any laws, regulations and rules which are applicable to the Works. If required by the Contractor, the Purchaser shall provide the relevant information on those laws, regulations and rules in Writing.

22. The Contractor shall carry out any variation work necessary to comply with changes in laws, regulations and rules, referred to in Clause 20, or in their generally accepted interpretation, occurring between the date of submission of the tender and taking-over. The Purchaser shall bear the extra costs and other consequences resulting from such changes, including variation work.

23. The Contractor shall be compensated for any time spent and costs made for any variation work at the rates and prices as normally charged by the Contractor. Before implementing the variations, the Contractor shall send the Purchaser an estimate of the impact on time and costs.

VARIATIONS

24. The Purchaser is entitled to request variations to the scope, design and construction of the Works until the Works have been taken over. The Contractor may suggest such variations In Writing.

25. Requests for variations shall be submitted to the Contractor In Writing and shall contain an exact description of the variation.

26. As soon as possible after receipt of a request for a variation, the Contractor shall inform the Purchaser In Writing on whether the variation can be carried out and if so, send the Purchaser a quotation for the resulting alteration to the Contract Price, the time for taking-over and other terms of the Contract. The quotation shall state a final date for acceptance thereof.

If the quotation of the Contractor is not accepted at the final date for acceptance, the execution of the Contract shall continue without implementing the requested variation.

27. PASSING OF RISK Intentionally Omitted

SITE ACCEPTANCE TESTS

28. When installation has been completed site acceptance tests shall, unless otherwise agreed, be carried out to determine whether the Works are as required for taking-over according to the Contract.

The Contractor shall notify the Purchaser In Writing that the Works are ready for taking-over. He shall in this notice give a date for site acceptance tests, giving the Purchaser sufficient time to prepare for and be represented at these tests.

The Purchaser shall bear all costs of site acceptance tests. The Contractor shall however bear

all costs relating to his personnel and his other representatives.

29. The Purchaser shall provide free of charge any power, lubricants, water, fuel, raw materials and other materials required for the site acceptance tests and for final adjustments in preparing for these tests. He shall also install free of charge any equipment and provide any labor or other assistance necessary for carrying out the site acceptance tests.

30. If, after having been notified in accordance with Clause 26, the Purchaser fails to fulfil his obligations under Clause 29 or otherwise prevents the site acceptance tests from being carried out, the tests shall be regarded as having been satisfactorily completed at the starting date for site acceptance tests stated in the Contractor's notice.

31. The site acceptance tests shall be carried out during normal working hours. If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the Purchaser's country.

32. The Contractor shall prepare a report of the site acceptance tests. This report shall be sent to the Purchaser. If the Purchaser has not been represented at the site acceptance tests after having been notified in accordance with Clause 28, the test report shall be accepted as accurate.

33. If the site acceptance tests show the Works not to be in accordance with the Contract, the Contractor shall without delay remedy the deficiencies. If the Purchaser so requires In Writing without delay, new tests shall be carried out in accordance with Clauses 28-32. This shall not apply when the deficiency does not affect the efficiency of the Works.

TAKING-OVER

34. Taking-over of the Works shall be considered to take place:

- a) when the site acceptance tests have been satisfactorily completed or are regarded under Clause 30 as having been satisfactorily completed, or
- b) where the parties have agreed not to carry out site acceptance tests, when the Purchaser has received a Contractor's notice In Writing that the Works have been completed, unless the Purchaser within seven days after this notice substantiates that the Works are not as required for taking-over according to the Contract.

Minor deficiencies which do not affect the efficiency of the Works shall not prevent taking-over. The Contractor's obligation to install the Product at the Site is fulfilled when the Works are taken over pursuant to this Clause 34, notwithstanding his obligation to remedy any remaining minor deficiencies.

35. The Purchaser is not entitled to use the Works or any part thereof before taking-over. If the Purchaser does so without the Contractor's consent In Writing, the Works shall be deemed to have been taken over. The Contractor is then relieved of his duty to carry out site acceptance tests.

36. As soon as the Works have been taken over in accordance with Clause 34 or 35, the period referred to in Clause 55 shall start to run. The Purchaser shall, at the Contractor's request In Writing, issue a certificate stating when the Works have been taken over. The Purchaser's failure to issue a certificate shall not affect taking-over according to Clauses 34 and 35.

CONTRACTOR'S DELAY

37. If the parties, instead of specifying the date for taking-over, have specified a period of time within which taking-over shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be met by the Purchaser have been fulfilled, such as official formalities, payments due at the formation of the Contract and securities.

38. If the Contractor anticipates that he will not be able to fulfil his obligations for taking-over before or at the time for taking-over, he shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when taking-over can be expected.

If the Contractor fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

39. The Contractor shall be entitled to an extension of the time for taking-over if delay occurs:

- a) due to any of the circumstances referred to in Clause 68 or
- b) as a result of variation work under Clause 18, or Clauses 24-26 or
- c) as a result of suspension under Clauses 20, 48 or 70 , or
- d) by an act or omission on the part of the Purchaser or any other circumstances attributable to the Purchaser.

The extension shall be as necessary having regard to all the relevant circumstances. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for taking-over.

40. If the Works are not completed at the agreed time for taking over, the Purchaser shall be entitled to liquidated damages from the date on which taking-over should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the Contract Price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the Contract Price.

If only part of the Works is delayed, the liquidated damages shall be calculated on that part of the Contract Price which is attributable to such part of the Works as cannot in consequence of the delay be used as intended by the parties.

The liquidated damages become due at the Purchaser's demand In Writing, but not before taking-over has taken place or the Contract is terminated under Clause 41.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when taking-over should have taken place.

41. If the delay is such that the Purchaser is entitled to maximum liquidated damages under Clause 40 and if the Works are still not ready for taking-over, the Purchaser may In Writing demand completion of the Works within a final reasonable period which shall not be less than one week.

If the Contractor does not complete the Works within such final period and this is not due to any circumstance which is attributable to the Purchaser, then the Purchaser may by notice In Writing to the Contractor terminate the Contract in respect of such part of the Works as cannot in consequence of the Contractor's failure be used as intended by the parties.

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Contractor's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under Clause 40 shall not exceed 15 per cent of that part of the Contract Price which is attributable to the part of the Works in respect of which the Contract is terminated.

The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Contractor if it is clear from the circumstances that there will occur a delay in taking-over of the Works which under Clause 40 would entitle the Purchaser to maximum liquidated damages. In

case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this Clause⁴¹.

42. Liquidated damages under Clause 40 and termination of the Contract with limited compensation under Clause 41 shall be the only remedies available to the Purchaser in case of delay on the part of the Contractor. All other claims against the Contractor based on such delay shall be excluded, except where the Contractor has been guilty of Negligence.

PAYMENT

43. Payment shall be made within sixty days after the receipt of the invoice. Unless otherwise agreed, the Contract Price shall be invoiced as follows:

- a) when installation is to be carried out on a time basis:
 - one third of the agreed price for the Product at the formation of the Contract,
 - the remaining part on delivery of the Product in accordance with Section 1 and 2 of Exhibit C.

Payment for installation shall be made against monthly invoices.

- b) when installation is included in a lump sum Contract Price:
 - 50 per cent of the Contract Price at the formation of the Contract,
 - ,
 - the remaining part of the Contract Price on taking-over.

44. When installation is to be carried out on a time basis the following items shall be separately charged:

- a) all reasonable travelling expenses incurred by the Contractor in respect of his personnel and the transport of their equipment and personal effects in accordance with the specified method and class of travel where these are specified in the Contract;
- b) cost of board and lodging and other living expenses, including any appropriate allowances of the Contractor's personnel for each day's absence from their homes, including non-working days and holidays. The daily allowances shall be payable even during incapacity caused by sickness or accident;
- c) the time worked, which shall be calculated by reference to the number of hours certified as worked in the time-sheets signed by the Purchaser. Overtime and work on Sundays, holidays and at night shall be charged at special rates. The rates shall be as agreed in the Contract or, failing agreement, as normally charged by the Contractor. Save as otherwise provided, the hourly rates cover the normal wear and tear of the Contractor's tools and light equipment;
- d) time necessarily spent on:
 - preparation and formalities incidental to the outward and homeward journeys of the Contractor's personnel,
 - the outward and homeward journeys and other journeys to which the personnel are entitled in accordance with current law, regulations or collective agreements in the Contractor's country,

- daily travel of the Contractor's personnel between lodgings and the Site, if and as far as it exceeds half an hour each way and there are no suitable lodgings available closer to the Site;
- e) any expenses incurred by the Contractor in accordance with the Contract in connection with the provision of equipment by him, including where appropriate a charge for the use of the Contractor's own heavy equipment;
- f) Intentionally Omitted.
- g) any costs which could not reasonably be foreseen by the Contractor and which are caused by a circumstance which is not attributable to the Contractor;
- h) any extra costs resulting from the applicability of mandatory rules of the Purchaser's country in the social field;
- i) any costs, expenses and time spent resulting from extra work which is not attributable to the Contractor.

If these costs are time-related, they shall be charged at the rates referred to in this Clause 44 under c).

45. When installation is to be carried out for a lump sum, the Contract Price shall be deemed to include all the items mentioned in Clause 44, a) through e). Any items mentioned in Clause 40 , g) through i), shall be deemed to be excluded from the Contract Price and shall therefore be charged separately. If these costs are time-related, they shall be charged at the rates referred to in Clause 44 under c).

46. If, both in case of installation on a time basis and when installation is included in a lump sum, installation is delayed due to a cause which is not attributable to the Contractor and not due to any of the circumstances referred to in Clause 68 the Purchaser shall compensate the Contractor for any resulting additional costs, including but not limited to:

- a) waiting time and time spent on extra journeys;
- b) costs and extra work resulting from the delay, including removing, securing and setting up installation equipment;
- c) additional costs, including costs as a result of the Contractor having to keep his equipment at the Site for a longer time than expected;
- d) additional costs for journeys and board and lodging for the Contractor's personnel;
- e) additional financing costs and costs of insurance;
- f) other documented costs incurred by the Contractor as a result of such delays.

If these costs are time-related, they shall be charged at the rates referred to in Clause 44 under c).

47. Whatever the means of payment used, payment shall not be deemed to have been effected before the Contractor's account has been irrevocably credited for the amount due.

48. If the Purchaser fails to pay by a stipulated date with an additional grace period of 30 days, the Contractor shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 10 percent. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

In case of late payment or in case the Purchaser fails to give an agreed security by the stipulated date the Contractor may, after having notified the Purchaser In Writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security.

If the Purchaser has not paid the amount due within three months, the Contractor shall be entitled to terminate the Contract by notice In Writing to the Purchaser and, in addition to the interest and compensation of recovery costs according to this clause, to claim compensation for the costs and loss he incurs, including indirect and consequential damages.

RETENTION OF TITLE

49. The Product shall remain the property of the Contractor until paid for in full, including payment for installation of the Product, to the extent that such retention of title is valid under the relevant law.

The Purchaser shall at the request of the Contractor assist him in taking any measures necessary to protect the Contractor's title to the Product.

LIABILITY FOR DAMAGE BEFORE TAKING-OVER

50. The Contractor shall be liable for damage to the Purchaser's property occurring before taking-over of the Works only if it is proved that such damage was caused by negligence on the part of the Contractor or anyone for whom he is responsible in connection with the performance of the Contract. The Contractor shall however under no circumstances be liable for loss of production, loss of profit or any other consequential or indirect loss.

51. In case the Contractor is not liable for damage to the Works, the Purchaser may still require the Contractor to remedy the damage, be it at the Purchaser's cost.

LIABILITY FOR DEFECTS

52. The Works shall be in conformity with the Contract. Pursuant to the provisions of this clause and Clauses 53-66, the Contractor shall remedy any defect in or nonconformity of the Works (hereinafter termed defect) resulting from faulty design, materials or workmanship.

53. The Contractor shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Works.

54. The Contractor shall not be liable for defects caused by circumstances which arise after the risk has passed to the Purchaser, e.g. defects due to faulty or incorrect maintenance or repair by the Purchaser or to any alteration carried out by the Purchaser or by a third party on behalf of the Purchaser. The Contractor shall neither be liable for normal wear and tear nor for deterioration.

55. The Contractor's liability shall be limited to defects in the Works which appear within a period of one year from taking-over unless otherwise agreed on the order confirmation. If the use of the Works exceeds that which is agreed, this period shall be reduced proportionately. If taking-over has been delayed for reasons which are attributable to the Purchaser, the Contractor's liability for defects shall not, except as stated in Clause 56, be extended beyond 18 months after delivery of the Product.

56. When a defect in a part of the Works has been remedied, the Contractor shall be liable for defects in the repaired part or in the part in replacement under the same terms and conditions as those applicable to the original Works for a period of one year. For the remaining parts of the Works the period mentioned in Clause 55 shall be extended only by a period equal to the period during which and to the extent that the Works could not be used as a result of the defect.

The Contractor shall not be liable for defects in any part of the Works for more than one year from the end of the liability period referred to in Clause 55 or from the end of any other liability period agreed upon by the parties.

57. The Purchaser shall without undue delay notify the Contractor In Writing of any defect which appears. The notice shall contain a description of the defect. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause 55 or the extended period(s) under Clause 56, where applicable.

If the Purchaser fails to notify the Contractor In Writing of a defect within the time limits set forth in the first paragraph of this clause, he shall lose his right to have the defect remedied and any other rights in respect of the defect.

Where the defect is such that it may cause damage, the Purchaser shall immediately notify the Contractor In Writing. The Purchaser shall bear the risk of damage to the Works resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimize damage and shall in that respect comply with instructions of the Contractor.

58. On receipt of the notice under Clause 57 the Contractor shall at his own cost remedy the defect without undue delay, as stipulated in Clauses 52-69. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.

Remedial work shall be carried out at the Site, unless the Contractor deems it more appropriate, having regard to the interests of both parties, that the defective part or the Product is sent to him or a destination specified by him.

Where remedial work is carried out at the Site, Clauses 12-15 and 50 shall apply correspondingly. If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Contractor may demand that the defective part is sent to him or a destination specified by him. In such case the Contractor shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

59. The Purchaser shall at his own expense provide safe access to the Works and arrange for any intervention in equipment other than the Works, to the extent that this is necessary to remedy the defect.

60. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Contractor in connection with the remedying of defects for which the Contractor is liable shall be at the risk and expense of the Contractor. The Purchaser shall follow the Contractor's instructions regarding such transport.

61. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Contractor incurs for remedying the defect caused by the Works being located in a place other than the Site.

62. Defective parts which have been replaced shall be made available to the Contractor and shall be his property.

63. If the Purchaser has given such notice as mentioned in Clause 57 and no defect is found for which the Contractor is liable, the Contractor shall be entitled to compensation for the costs he incurs as a result of the notice.

64. If the Contractor does not fulfil his obligations under Clause 58, the Purchaser may by notice In Writing fix a final reasonable period for fulfilment of the Contractor's obligations, which shall not be less than one week.

If the Contractor fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary remedial work at the risk and expense of the Contractor, provided the Purchaser or third party does so in a professional manner.

Where successful remedial work has been undertaken by the Purchaser or a third party, reimbursement by the Contractor of reasonable costs incurred by the Purchaser shall be in full settlement of the Contractor's liabilities for the said defect.

65. Where the defect has not been successfully remedied, as stipulated under Clause 64:

- a) the Purchaser shall be entitled to a reduction of the Contract Price in proportion to the reduced value of the Works, provided that under no circumstances shall such reduction exceed 15 per cent of the Contract Price, or
- b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Works or a substantial part of it, the Purchaser may terminate the Contract by notice In Writing to the Contractor in respect of such part of the Works as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for any loss, including any consequential and indirect loss, up to a maximum of 15 per cent of that part of the Contract Price which is attributable to the part of the Works in respect of which the Contract is terminated.

66. Save as stipulated in Clauses 52-65, the Contractor shall not be liable for defects. In consequence, the Contractor shall not be liable for any other loss the defect may cause, including loss of production, loss of profit and other indirect loss. This limitation of the Contractor's liability shall not apply if he has been guilty of Negligence.

LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

67. Unless otherwise agreed, the Contractor shall, in accordance with this clause and Clauses 73-76, be liable towards the Purchaser for the Works infringing patents, copyrights or any other intellectual property rights of a third party in the country where the Site is located. The Contractor shall in such case indemnify the Purchaser and hold the Purchaser harmless against claims of third parties, provided that such claims are confirmed as valid by a final award or a settlement approved by the Contractor. The Contractor shall however not be liable for the Purchaser's loss of production, loss of profit, loss of use and loss of contracts, unless the Contractor has been guilty of Negligence.

68. The Contractor shall have no liability for infringement of intellectual property rights arising out of:

- the Works being used elsewhere than in the country where the Site is located;
- the Works being used otherwise than agreed or in a way the Contractor could not have foreseen;
- the Works being used together with equipment or software not supplied by the Contractor, or
- a design or construction stipulated or specified by the Purchaser.

69. The Contractor shall only be liable if the Purchaser notifies the Contractor In Writing without delay of any claim as referred to in Clause 67 which he receives and allows the Contractor to decide how the claim shall be dealt with.

Defense against claims referred to in Clause 67 shall be for the Contractor's account. The Contractor shall compensate the Purchaser for any amounts the latter is obliged to pay under a final award or a settlement approved by the Contractor.

70. Infringement of intellectual property rights shall, at the Contractor's discretion, be remedied by:

- providing the right for the Purchaser to use the Works,
- adjusting the Works so that the infringement ceases, or
- by replacing the Product with another product, which can be used without infringing applicable intellectual property rights.

71. If the Contractor fails to remedy the infringement in accordance with Clause 70 without undue delay, Clauses 64-66 shall apply.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE WORKS

72. The Contractor shall not be liable for any damage to property caused by the Works after taking-over and whilst the Works are in the possession of the Purchaser. Nor shall the Contractor be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

If a claim for damage as described in this clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Contractor and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Works. The liability between the Contractor and the Purchaser shall however be settled in accordance with Clause 77.

The limitation of the Contractor's liability in the first paragraph of this clause shall not apply where the Contractor has been guilty of Negligence.

FORCE MAJEURE

73. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by force majeure, meaning any of the following circumstances: industrial disputes and any circumstance beyond the control of the parties, such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and import or export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

A circumstance referred to in this clause, whether occurring prior to or after the formation of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

74. The party claiming to be affected by force majeure shall notify the other party In Writing, within 5 business days, on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

If force majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Contractor for costs which the Contractor incurs in storing, securing and protecting the Works and avoiding unreasonable interference with his other activities.

Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 66 for more than six months.

ANTICIPATED NON-PERFORMANCE

75. Each party shall be entitled to suspend the performance of his obligations under the Contract where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof In Writing and shall not suspend performance if the other party provides sufficient information regarding its intended performance.

CONSEQUENTIAL LOSSES

76. Save as otherwise stated in these General Conditions or in case of Negligence, there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever, whether the loss was foreseeable or not.

77. GOVERNING LAW AND ARBITRATION

All matters arising out of or relating to these General Conditions, any Contract between the parties or any order of products or services from RUNI or sale of products or services to Purchaser shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Texas . Any dispute, controversy or claim arising out of, relating to, or in connection with, these General Conditions, any Contract between the parties or any order of products or services from RUNI or sale of products or services to Purchaser, or any breach, termination or validity thereof will be resolved following the dispute resolution procedure set forth in Exhibit C or submitted to the State courts in Denton County, Texas or the federal courts of the Eastern District of Texas

78. For the duration of the Contract and until expiration of Contractor's warranties required per the Contract, Contractor shall, at its own cost and expense, obtain and maintain through a reputable primary insurance company licensed in the jurisdiction where the Works will be installed, adequate insurance to cover all of its obligations under the Contract or as required by law. Upon Purchaser's request, Contractor shall provide Purchaser with a certificate of insurance from Contractor's insurer, evidencing the insurance.

Additional conditions:

1. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

2. Total Contract Amount

The contract total shall not exceed \$79,000. Any costs that exceed this total contract amount will be subject to review and approval by the City following the procedures set forth in the City of Denton Procurement Manual.

3. Delivery Lead Time

Products and services will deliver according to Order Confirmation schedule.

Exhibit B
City of Denton's RPF #8662

On File at the Office of the Purchasing Agent

Exhibit C
City of Denton
Additional Purchase Terms and Conditions

1. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

2. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

3. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

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

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

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

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

4. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent

safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

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

5. INVOICES:

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

B. Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Intentionally Omitted.

D. Intentionally Omitted.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

8. INDEMNITY:

A. DEFINITIONS:

I. "INDEMNIFIED CLAIMS" SHALL INCLUDE ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, AND LIABILITIES OF EVERY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL REASONABLE COSTS AND EXPENSES OF LITIGATION, MEDIATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION MECHANISMS, INCLUDING ATTORNEY AND PROFESSIONAL FEES, FOR:

- 1. DAMAGE TO OR LOSS OF PROPERTY OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO, THE CITY, THE CONTRACTOR, THEIR RESPECTIVE AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS; THE OFFICERS, AGENTS, AND EMPLOYEES OF SUCH SUBCONTRACTORS; AND THIRD PARTIES); AND/OR**
- 2. DEATH, BODILY INJURY, ILLNESS, DISEASE, WORKER'S COMPENSATION, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING BUT NOT LIMITED TO THE AGENTS, OFFICERS, AND EMPLOYEES OF THE CITY, THE CONTRACTOR, THE CONTRACTOR'S SUBCONTRACTORS, AND THIRD PARTIES).**

II. "FAULT" SHALL MEAN:

- 1. THE SALE OF DEFECTIVE OR NON-CONFORMING DELIVERABLES,**
- 2. NEGLIGENCE OR WILLFUL MISCONDUCT, OR**
- 3. A BREACH OF ANY LEGALLY IMPOSED STRICT LIABILITY STANDARD.**

B. INDEMNIFICATION OBLIGATION:

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES, AND ELECTED OFFICIALS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE EXTENT SUCH CLAIMS DIRECTLY ARISE FROM THE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT.

C. LIMITATIONS:

- 1. THE CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND THE CITY FOR CLAIMS TO THE EXTENT SUCH CLAIMS RESULT FROM:**
 - o THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF DUTY BY THE CITY, ITS AGENTS, EMPLOYEES, OR THIRD-PARTY CONTRACTORS UNDER THE DIRECTION OF THE CITY.**
 - o THE CITY'S FAILURE TO PROPERLY MAINTAIN, REPAIR, OR USE ANY DELIVERABLES PROVIDED UNDER THE CONTRACT IN ACCORDANCE WITH THE MANUFACTURER'S MANUAL.**
- 2. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF EITHER PARTY (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION OR INDEMNIFICATION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

9. INSURANCE: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto,

if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. **Specific Coverage Requirements:** Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

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

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

12. Intentionally Omitted.

13. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

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

15. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be

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entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

16. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

17. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

18. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

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

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

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal

documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

21. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

22. **DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. Negotiation between the parties may be held virtually. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected through the American Arbitration Association Commercial Mediation Procedures. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

23. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract 8662

Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

24. **HOLIDAYS:** The following holidays are observed by the City:

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

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

25. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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

26. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

- A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

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

28. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

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

30. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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

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

Contract 8662

such damage within one (1) calendar day.

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

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

35. **PROCUREMENT LAWS:** The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

36. **AUTHORITY:** Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

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

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

The Contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

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

EXHIBIT E

				RUNI Recycling Machinery
Line #	Description	QTY	UOM	BAFO Pricing
3	Densifier System (SK240)	1	EA	\$75,000.00
4	Installation	1	EA	\$4,000.00



Technical Data	SK240
Material	EPS (Airpop, Styrofoam)
Capacity per Hour *) Daily Capacity *)	Up to 165 lbs. 1650 lbs.
Recommended Annual Amount of EPS	30-50 tons
Block Measurement	10 x 10 inch
Feed-opening Dimension, Inlet (Standard)	31 x 17 inch
Weight	2550 lbs.
Noise Level (Distance 3 Feet)	With material: 90-113 db.
Machine Dimension (LxWxH) (Standard)	168 x 47 x 86 inch
Motor Power (HP)	Main motor: 9 hp (6.6 kW) Hydraulic pump: 0.9 hp (0.66 kW) HD-precruisher: 6.5 (4,8 kW) Agitator: 0.4 hp (0.3 kW)
Power Supply	3x480 V, 60 Hz, 32A UL (only components)



Order number 100780	Customer number 10510			
Order date 03/26/2025	Printout date 04/10/2025			
Your VAT reg. no.	Your order no. Contract 8662	Our reference Ross Tuneberg	Your reference Crystal Westbrook	Page 1/2

Mailing address City of Denton, Texas 215 E McKinney St Denton Texas 76201	Delivery address City of Denton, Texas 901-B Texas Street Denton Texas 76209
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Delivery terms DAP - Incoterms 2020	Payment terms 30 days net cash Penalty interest will be charged at 10.00%
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Part no.	Name	Ship date	Quantity	Price each	%	Amount
	SK240 for Compacting EPS					
5610000002	SK240 Screw Compactor for EPS		1,00 pcs	75.000.00		75.000,00



Capacity: 165 lbs/hr

Power Supply: 3x480V, 60 Hz
Main motor: 9 hp (6.6 kW)
Hydraulic pump: 0.9 hp (0.66 kW)
Pre-crusher: 5.6 hp (4.8 kW)
Mixer: 0.4 hp (0.3 kW)

Machine Details:

- SK240 basic machine. Including temperature sensor package..Cold start + anti melt. Reading temperature at hydraulic jaws
- Control box for basic machine with 5.7" screen. Includes Remote Access it (Secomea) for LAN and SIM card (SIM card included - 10 Years)
- UL standard approved components: electrical components in control panel, motor, and wires (Machine as a unit is not UL approved)
- Hopper, 45 degree angle with Heavy Duty pre-crusher. 1000mm width, including agitator, 3x photocells, and Plexiglass inspection door
- Capacity Regulator
- Pressure chamber including hydraulic pump, square jaws, and matrix.
- Stabilization chamber for block form EPS
- Exit chute, 2000mm long
- Speed control - meltdown sensor and "Easy Break" function
- RUNI Start Kit including hydraulic oil, gear oil, grease, and grease pump.

Terms of the Remote Access Kit:

- The included SIM card provided is solely for the operation of the RUNI machine. Any misuse of the SIM card will result in immediate suspension.

Mailing address RUNI Recycling Machinery Inc. 351 Country Club Dr. Bensenville Illinois 60106 USA	Phone: +1-630-422-3172 E-mail: runi-us@runi.dk Website: www.compactor-runi.com	Bank name: Account Routing no. SWIFT
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Order number	Customer number			
100780	10510			
Order date	Printout date			
03/26/2025	04/10/2025			
Your VAT reg. no.	Your order no.	Our reference	Your reference	Page
	Contract 8662	Ross Tuneberg	Crystal Westbrook	2/2

Part no.	Name	Ship date	Quantity	Price each	%	Amount
	<p>- Please not that RUNI will not guarantee that the supplied SIM card will function in all countries. Customers may need to obtain and cover the expenese for a local SIM card if necessary.</p> <p>- By opting for Remote Access, you are granting RUNI the right to access and utilize the machine's data.</p>					
MAN	Manual in English and Appendices in English		1,00 pcs	0.00		0,00
U0078	<p>The prices are linked to the Euro</p> <p>RUNI reserves the right to adjust the price, should the Euro/USD exchange rate exceed 1.10. This will be done with written notice before order acknowledgements will be sent out.</p>					
602201	Installation, instruction and commissioning		1,00 pcs	4.000.00		4.000,00
	<p>by a RUNI technician.</p>					
602200	Freight charges:		1,00 pcs	0.00		0,00
	<p>Freight is included in equipment price</p>					
0044	<p>Terms of Sales and Delivery: According to Contract 8662</p> <p>TWO (2) YEARS OR 6,000 OPERATIONAL HOURS WHICHEVER OCCURS FIRST.</p> <p>Wear on wearparts - screw, matrix and bearings are not included.</p> <p>The bearings of the compactor need to be greased every 100 working hours with specific grease defined in the user´s manual.</p> <p>The system will give you a signal when it is time to grease.</p> <p>The compactor must be placed under roof and in frost free area.</p>					
0045	<p>Payment Terms</p> <p>50% of equipment at time of order</p> <p>Remaining amount - 60 days from installation. But no later than 100 days from arrival</p> <p>The machine remains the property of RUNI until it is paid in full.</p>					
0049	<p>Power supply cable is not included</p> <p>Connection of cable to control box must be done by authorized electrician before installation. By installation it is important to have material for 2-3 hours production.</p> <p>Your service manager and operator (interpreter) must be present during the 3-4 hours of installation.</p> <p>Pallet jack must be available on site, the ground that the machine should be transported over must be suitable for pallet jack operation. If this should lead to problems contact RUNI as soon as possible.</p>					

Invoicing plan			Amount
Partial invoice	1	Pre-payment at order	39.500,00
Partial invoice	2	Invoice on delivery	39.500,00
			79.000,00

Signature Crystal Westbrook Date

Total excl. VAT (USD)	79.000,00
VAT (USD)	0,00
Amount to pay (USD)	79.000,00

Mailing address	Phone:	+1-630-422-3172	Bank name:
RUNI Recycling Machinery Inc.	E-mail:	runi-us@runi.dk	Account
351 Country Club Dr.	Website:	www.compactor-runi.com	Routing no.
Bensenville Illinois 60106			SWIFT
USA			



CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

RUNI RECYCLING MACHINERY INC.

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

5 Signed by:

Torben Dysager

4/16/2025

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 16F01B0C-5364-40BE-A7F1-C3679E348179

Status: Sent

Subject: Please DocuSign: City Council Contract 8662 Styrofoam Densifier

Source Envelope:

Document Pages: 35

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Crystal Westbrook

Location: DocuSign

4/11/2025 2:33:24 PM

crystal.westbrook@cityofdenton.com

Signer Events

Signature

Timestamp

Crystal Westbrook

Completed

Sent: 4/11/2025 2:35:52 PM

crystal.westbrook@cityofdenton.com

Viewed: 4/11/2025 2:36:02 PM

Senior Buyer

Signed: 4/11/2025 2:37:20 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 4/11/2025 2:37:23 PM

lori.hewell@cityofdenton.com

Viewed: 4/11/2025 3:14:49 PM

Purchasing Manager

Signed: 4/11/2025 3:15:12 PM

City of Denton

Security Level: Email, Account Authentication
(None)

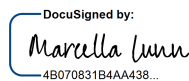
Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 4/11/2025 3:15:14 PM

marcella.lunn@cityofdenton.com

Viewed: 4/11/2025 4:29:17 PM

Senior Deputy City Attorney

Signed: 4/11/2025 4:33:25 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Torben Dysager



Sent: 4/11/2025 4:33:28 PM

td@runi.dk

Resent: 4/15/2025 3:59:41 PM

President

Viewed: 4/16/2025 1:12:51 AM

Security Level: Email, Account Authentication
(None)

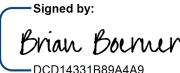
Signature Adoption: Pre-selected Style

Using IP Address: 185.143.255.122

Electronic Record and Signature Disclosure:

Accepted: 4/16/2025 1:12:51 AM

ID: 633e64ca-71d0-43f8-b788-a558be0d5021

Signer Events	Signature	Timestamp
Brian Boerner brian.boerner@cityofdenton.com Director of Solid Waste SWR Security Level: Email, Account Authentication (None)	<div>Signed by:  DCD14331B89A4A9...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2025 1:20:40 PM Viewed: 4/16/2025 1:27:45 PM Signed: 4/16/2025 1:28:23 PM

Electronic Record and Signature Disclosure:
Accepted: 4/16/2025 1:27:45 PM
ID: c999175c-9a22-4cd0-8a58-fc4bc4ccaaa6

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

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