City of Denton

Meeting Agenda

Public Utilities Board

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Monday, October 13, 2025 | **9:00 AM** | **Council Work Session Room**

REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD

Citizens will be able to participate in the following way:

• eComment – The agenda was posted online at https://tx-denton.civicplus.com/242/Public-Meetings-Agendas. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the Public Utilities Board immediately upon submission and recorded by the Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the Public Utilities Board of the City of Denton, Texas will convene in a Regular Meeting on Monday, October 13, 2025, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

This section of the agenda permits a person to make comments regarding public business on items as listed on the agenda. Each speaker will be allowed a maximum of four (4) minutes. Such person(s) shall have registered under the REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD detailed at the beginning of this agenda. Registration is required prior to the time this agenda item is read into the record.

2. CONSENT AGENDA

A. PUB25-188 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Texas Packer + Loader Sales, Inc., for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8815 - awarded to Texas Packer + Loader Sales, Inc., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,444,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Contract

B. PUB25-189 Consider recommending adoption of an ordinance of the City of Denton, a Texas

home-rule municipal corporation, authorizing the City Manager to execute a contract with AiDash, Inc., for the purchase of an intelligent vegetation management solution for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8819 - awarded to AiDash, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $370,834.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Evaluation Sheet
Exhibit 3 - Ordinance and Contract

C. PUB25-190 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Stuart C. Irby Company, LLC, for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8877 - awarded to Stuart C. Irby Company, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,000,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Pricing Evaluation
Exhibit 3 - Ordinance and Contract

D. PUB25-191 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager, for the emergency purchase of engine spare parts and service work for the Denton Energy Center; and providing an effective date (File 8937 - awarded to Wärtsilä North America, Inc., in the not-to-exceed amount of $1,076,678.24).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Quote
Exhibit 3 - Ordinance

E. PUB25-192 Consider recommending adoption of an ordinance approving a Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of eligible costs incurred in the adjustment, removal, and relocation of City facilities of both Water and Wastewater Utilities along FM 1515 from Bonnie Brae St to Masch Branch Road more specifically called TxDOT Projects Construction CSJ# 0191-01-011 and ROW CSJ#0191-01-012 ("Utility Relocations Projects within the County and City of Denton, Texas; authorizing the City Manager to execute and deliver the Standard Utility Agreement No.: U00023607; providing for the expenditure of funds in an amount not to exceed $5,419,747.05 for Water and Wastewater Utility Relocation efforts; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Standard Utilitiy Agreements
Exhibit 3 - Presentation

F. PUB25-193 Consider recommending adoption of an ordinance approving a Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of eligible costs incurred in the adjustment, removal, and relocation of City facilities of both Water and Wastewater Utilities along I-35E from US 288 to Ganzer Rd and more specifically called TxDOT projects construction CSJ# 0195-02-074 and ROW CSJ # 0195-02-079 ("Utility Relocations Project"), within the County and City of Denton Texas; authorizing the City Manager to execute and deliver the agreement; providing for the expenditure of funds in an amount not to exceed $6,872,339.48 for utility relocations project; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Standard Utility Agreements
Exhibit 3 - Presentation

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. PUB25-198 Consider approval of the September 29, 2025, minutes.

Attachments: 9.29.25 PUB Minutes

B. PUB25-150 Consider recommending adoption of an ordinance of the City of Denton considering all matters incident and related to the issuance, sale and delivery of $11,235,000 in principal amount of "City of Denton, Texas Utility System Revenue Bonds, Series 2025" to the Texas Water Development Board; authorizing the issuance of the bonds; approving and authorizing instruments and procedures relating to said bonds, enacting other provisions relating to the subject; and providing an effective date.

Attachments: Exhibit 1. Agenda Information Sheet
Exhibit 2. Draft Ordinance
Exhibit 3. Presentation

C. PUB25-157 Consider recommending adoption of an ordinance of the City of Denton to declare the intent to reimburse capital program expenditures of General Government ($109,770,635), the Solid Waste Utility ($18,249,000), the Water Utility ($55,651,541), the Wastewater Utility ($141,892,454), and the Electric Utility ($58,434,588) with Tax-Preferred Obligations (Certificates of Obligation and General Obligation Bonds) with an aggregate maximum principal amount not to exceed $383,998,218; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Presentation

D. PUB25-199 Receive a report, hold a discussion and give staff direction regarding the 2026 Meeting Schedule.

Attachments: 2026 PUB Meeting Schedule

E. PUB25-197 Management Reports

1. Future Agenda Items
2. New Business Action Items

Attachments: 1. Future Agenda Items
2. New Business Action Items

4. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Public Utilities Board or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on October 7, 2025, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

_____

OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 13, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Texas Packer + Loader Sales, Inc., for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8815 – awarded to Texas Packer + Loader Sales, Inc., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,444,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The proposed contract with Texas Packer + Loader Sales, Inc. will support the Fleet Services Department in maintaining, repairing, and acquiring Petersen Refuse Bodies as well as service to NewWay bodies, which are essential for Solid Waste and Recycling operations. Texas Packer + Loader Sales, Inc., as a certified warranty center, can perform repairs and replacements under manufacturers' extended warranties, reducing repair costs while ensuring high-quality standards. This partnership minimizes downtime and ensures uninterrupted delivery of critical public services, addressing the increasing complexity and demands of the City's growing fleet.

The contract leverages historical spending trends and projects future maintenance and repair needs to secure timely access to parts, maintenance, and repair services. Texas Pack + Load's expertise, combined with their pick-up and delivery services, reduces the burden on City staff while enhancing fleet readiness. This forward-thinking approach enables the City to meet its operational needs efficiently, ensuring services remain reliable and responsive as demand grows.

Approving this contract positions Fleet Services to handle future challenges while maintaining cost efficiency and sustainability. By reducing repair delays, leveraging warranty coverage, and extending the lifecycle of critical assets, the partnership with Texas Pack + Load strengthens the City's ability to deliver essential services. This agreement aligns with the City's operational goals, ensuring reliable fleet performance and the uninterrupted support of vital community services.

The contract value is based on historical fleet maintenance and acquisition expenditures while accounting for future growth and service demands. By securing this agreement, the City ensures cost stability, reliable

parts availability, and uninterrupted service delivery. This partnership supports the efficiency of Fleet Services, reinforces fiscal responsibility, and strengthens the City's ability to maintain a safe and dependable vehicle and equipment fleet.

Estimated Contract Expenses

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Asset Additions	$-	$-	$330,000	$-	$350,000	$680,000
Asset Replacements	310,000	-	-	680,000	350,000	1,340,000
Repair Services	240,000	250,000	250,000	260,000	260,000	1,260,000
Sub Total	**$550,000**	**$250,000**	**$580,000**	**$940,000**	**$960,000**	**$3,280,000**
Contingency	27,500	12,500	29,000	47,000	48,000	164,000
Total	**$577,500**	**$262,500**	**$609,000**	**$987,000**	**$1,008,000**	**$3,444,000**

Request for Proposals was sent to 138 prospective suppliers, including seven (7) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. One (1) proposal was received, and references were checked to ensure the vendor can provide the services requested in the Scope of Work. The proposal was evaluated based upon published criteria, including experience, qualifications, and probable performance, cost proposal, and compliance with the scope of work specifications. Best and Final Offer (BAFO) was requested from the firm. The department is awarding the contract to Texas Packer + Loader Sales, Inc.

NIGP Code Used for Solicitation:	065 - Automotive and Trailer Bodies, Body Accessories, and Parts
Notifications sent for Solicitation sent in IonWave:	138
Number of Suppliers that viewed Solicitation in IonWave:	16
HUB-Historically Underutilized Business Invitations sent out:	13
SBE-Small Business Enterprise Invitations sent out:	51
Responses from Solicitation:	1

RECOMMENDATION

Award a contract with Texas Packer + Loader Sales, Inc., for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services Department, in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,444,000.

PRINCIPAL PLACE OF BUSINESS

Texas Packer + Loader Sales, Inc.
San Antonio, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial three (3) year contract with options to extend the contract for two (2) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These products and services will be funded through Capital Fund accounts. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $40,000. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Tom Gramer, 940-349-7467.

Legal point of contact: Marcella Lunn at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TEXAS PACKER + LOADER SALES, INC., FOR THE PURCHASE AND REPAIRS OF PETERSEN BRUSH TRUCKS AND REPAIRS FOR NEW WAY REFUSE BODIES FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8815 – AWARDED TO TEXAS PACKER + LOADER SALES, INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $3,444,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services 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; 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.

RFP NUMBER	CONTRACTOR	AMOUNT
8815	Texas Packer + Loader Sales, Inc.	$3,444,000.00

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:	_____	_____	_____	_____
Suzi Rumohr, 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8815
File Name	NewWay and Petersen Brush Truck Repair and Service
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND TEXAS PACKER + LOADER SALES, INC.
(Contract #8815)

THIS CONTRACT is made and entered into this date _____, by and between TEXAS PACKER + LOADER SALES, INC. a Texas corporation, whose address 1030 Brussels St. San Antonio, TX 78219, 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 services in accordance with the City's RFP# 8815 – NewWay repairs and Petersen Brush Truck Purchase, Repair, and Service, 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#8815 (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) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Proposal ("Contractor's Offer") **(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

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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.

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CONTRACTOR

DocuSigned by:

BY: Matthew Olinick
05E78669C5AE4B1...
AUTHORIZED SIGNATURE

Printed Name: Matthew Olinick

Title: PSSR

210-668-9312
PHONE NUMBER

molinick@texaspackandload.com
EMAIL ADDRESS

2025-1355374
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:

Tom Gramer
-7B58DA8FCE5F49C...
SIGNATURE

Tom Gramer
PRINTED NAME

Director
TITLE

Fleet
DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn
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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $3,444,000. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be three (3) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must

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also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

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

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6. **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.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: 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 City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** 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.

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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.

11. **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*.).

12. **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. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if

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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. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

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

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15^{th}) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have

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electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

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

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

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without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the

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U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

26. **DEFAULT**:
A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs,

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losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **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

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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.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the 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 include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **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

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Solicitation and the Insurance Exhibit.

35. **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.

36. **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.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **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.

43. **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.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton 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

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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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **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

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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.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, 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 by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

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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.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **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.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. **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.

59. **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.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
v. “Foreign end product” means an end product other than a domestic end product.
vi. “United States” means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **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).

64. **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.

65. **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.

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66. **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.

67. **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.

68. **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 such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **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.

71. **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.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **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.

74. **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.

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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/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

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Exhibit E

INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents,

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Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. <u>GARAGE LIABILITY</u>

Garage Liability Insurance including, but not limited to, Premises/Operations, Automobile, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined

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bodily injury (including death) and property damage limits of $1,000,000 other than Auto-each accident, $2,000,000 Other than Auto-aggregate, $1,000,000 Auto-each accident.

The policy shall include:

a) Garage Keepers on a direct primary basis to include coverage for Comprehensive and Collision for a limit equal to the Actual Cash Value of the CITY'S vehicle(s) in the CONTRACTOR'S care, custody, or control.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

SUBCONTRACTING LIABILITY

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

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

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Exhibit F

Texas Pack + Loader Sales, INC.

Line #	Description	Qty	UOM	Unit
1	Petersen Bodies			0% discount
2	Shop Labor Hours (Mon.-Fri,. 6am-4:30pm) Petersen + NewWay	1	Per hour	$ 165.00
3	Field Labor Petersen + NewWay	1	Per hour	$ 185.00
4	After hours Labor Rates (Weekdays after 4:30pm, weekends and holidays) Petersen + NewWay	1	Per hour	$ 185.00
Additional Fees				
5	Shop supplies: Only charged when needed. City of Denton will approve fee prior to payment			
6	Trip Fees/Mileage:Only charged when needed. City of Denton will approve fee prior to payment			

Stock Unit Fees* vendor will provide updated stock unit fees yearly to department	Unit Rate
Petersen AL1 Atlas Lightning Loader	102,460.00
Petersen AL2 Atlas Lightning Loader	89,111.00
Petersen BL3 Knuckle Boom Truck Loader	73,695.00
Petersen CP3 Container Transport	73,221.00
Petersen DL3 High Capacity Loader	78,690.00
Petersen HL3 Hook-Lift Truck Mount	124,790.00
Petersen PL3 Roll-Off Mount Loader	120,374.00
Petersen RL3 Rear Mount Loader	83,429.00
Petersen RS3 Rear Steer Lightning Loader	147,055.00
Petersen SL3 Stationary Mount Loader	81,260.00
Petersen TL2 Trash Truck Grapple Loader	112,182.00
Petersen TL3 Trash Truck Loader	70,518.00
Petersen TR3 Route Assistant	94,872.00
Petersen TT2 Trash Dump Trailer	52,792.00
Petersen HDX Hardox Body 2030 TBS, 20 FT, 30 CU YD, HARDOX	43,208.00
Petersen MHX Body 2445 MHX, 24 FT, 45 CU YD, HARDOX	65,520.00
Petersen TBH Heavy Duty Body 2030 TBH, 20 FT, 30 CU YD	45,273.00
Petersen TBS Standard Duty Body 2030 TBS, 20 FT, 30 CU YD	43,310.00
Petersen XDX Body 2245 XDX, 22 FT, 45 CU YD, HARDOX	60,395.00

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CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - Exhibit G — 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).

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.**

Texas Pack + Loader Sales, 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

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 ☐ X

I have no Conflict of Interest to disclose.

5

Matthew Olinick

Signature of vendor doing business with the governmental entity

08/22/2025
Matthew Olinick

Date

Certificate Of Completion

Envelope Id: 441B19EC-6642-4FBC-B0F0-1E757B0D9E05
Status: Sent
Subject: Please DocuSign: City Council Contract 8815 - NewWay and Petersen Brush Truck Repair and Service
Source Envelope:
Document Pages: 34
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kayla Clark
901B Texas Street
Denton, TX 76209
kayla.clark@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
9/12/2025 7:50:43 AM
Holder: Kayla Clark
kayla.clark@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kayla Clark kayla.clark@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/12/2025 7:59:26 AM Viewed: 9/12/2025 8:00:26 AM Signed: 9/12/2025 8:01:11 AM
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 9/12/2025 8:01:13 AM Viewed: 9/12/2025 9:20:14 AM Signed: 9/12/2025 9:27:19 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/12/2025 9:27:21 AM Viewed: 9/12/2025 9:43:58 AM Signed: 9/12/2025 9:45:37 AM
Matthew Olinick molinick@texaspackandload.com PSSR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 10:27:17 AM ID: 9972c2e4-933d-4c0e-9a75-ce10d4edfa6b	DocuSigned by:  05E78669C5AE4B1... Signature Adoption: Pre-selected Style Using IP Address: 2603:8080:f300:1d22:5c06:927:3869:b491	Sent: 9/12/2025 9:45:40 AM Viewed: 9/12/2025 10:27:17 AM Signed: 9/12/2025 10:29:16 AM

Signer Events	Signature	Timestamp
Tom Gramer Tom.Gramer@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  7B58DA8FCE5F49C... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 9/12/2025 10:29:20 AM Viewed: 9/12/2025 10:31:35 AM Signed: 9/12/2025 10:31:59 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/12/2025 10:32:03 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/12/2025 8:01:13 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 9/12/2025 10:32:02 AM Viewed: 9/15/2025 1:10:40 PM

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		

City Secretary Office

citysecretary@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2025 7:59:26 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 13, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with AiDash, Inc., for the purchase of an intelligent vegetation management solution for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8819 – awarded to AiDash, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $370,834.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Denton Municipal Electric (DME) operates an aerial transmission and distribution grid that covers the greater Denton area. Under the guidance of a council-approved Vegetation Management Plan, DME maintains vegetation in approximately 400 miles of easements. The National Electric Safety Code dictates minimum clearances between aerial conductors and vegetation. DME utilizes contractors to responsibly trim vegetation to distances greater than the required minimums. To date, DME has utilized manual methods to maintain, plan, and budget annual vegetation management efforts. Emerging intelligent technology is now readily available that utilizes high-definition satellite imagery and artificial intelligence to more efficiently identify vegetation clearance conflicts. AiDash's intelligent vegetation management software will enable DME to remotely monitor all aerial circuits and more efficiently plan and prioritize areas to trim. The efficiencies gained by utilizing the software will allow DME to better utilize the annual tree trimming budget.

	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Implementation	$13,722					$13,722
Annual Fee	64,680	64,680	64,680	64,680	64,680	323,400
Contingency	7,840	6,468	6,468	6,468	6,468	33,712
Total	**$86,242**	**$71,148**	**$71,148**	**$71,148**	**$71,148**	**$370,834**

Request for Qualifications (RFQ) for professional surveying services was sent to 456 prospective firms for these services, including eight (8) Denton firms. In addition, the RFQ was placed on the Procurement website for prospective respondents to download, and advertised in the local newspaper. Two (2) statements of qualifications (SOQ) were received. The SOQs were evaluated based on published criteria, including

delivery/schedule, understanding needs, and probable performance. Based upon this evaluation, the recommended award is to AiDash, Inc., and is determined to be the most qualified firm for the City.

NIGP Code Used for Solicitation:	209 - Computer Software for Mini and Mainframe Computers (Preprogrammed)
Notifications sent for Solicitation sent in IonWave:	456
Number of Suppliers that viewed Solicitation in IonWave:	34
HUB-Historically Underutilized Business Invitations sent out:	66
SBE-Small Business Enterprise Invitations sent out:	160
Responses from Solicitation:	2

RECOMMENDATION

Approve a contract AiDash, Inc., for an intelligent vegetation management solution for Denton Municipal Electric, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $370,834.

PRINCIPAL PLACE OF BUSINESS

AiDash, Inc.
San Jose, CA

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same. This implementation of the solution will begin approximately two (2) weeks after the council's approval.

FISCAL INFORMATION

The current annual maintenance expenditure is, and all future expenditures will be budgeted in the DME Operations and Maintenance operating budget. A requisition will be entered on October 1, 2025 for $13,722. Requisitions will be entered on an as-needed basis. The budgeted amount of this item is $370,834.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Evaluation Sheet
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Chris Lutrick, 940-349-7152.

Legal point of contact: Marcella Lunn at 940-349-8333.

Exhibit 2
RFQ 8819 - Evaluation Sheet for DME Smart Vegetation Management Application

	Respondent's Business Name:	**AiDASH Inc.**	Starboard Consulting, LLC
	Principal Place of Business (City and State):	**Palo Alto, CA**	Longwood, FL
Item #	**Standard Criteria**		
1	Delivery/Project Schedule- 20%	**16.00**	12.00
2	Understanding the Needs of DME - 30%	**24.00**	16.00
3	Probable Performance - 50%	**40.00**	20.00
	Total Score:	**80.00**	48.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AIDASH, INC., FOR THE PURCHASE OF AN INTELLIGENT VEGETATION MANAGEMENT SOLUTION FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8819 – AWARDED TO AIDASH, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $370,834.00).

WHEREAS, AiDash, Inc., the professional services provider (the "Provider") set forth in this ordinance, is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is authorized to enter into the service contract attached hereto with AiDash, Inc., for the purchase of an intelligent vegetation management solution for Denton Municipal Electric.

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

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

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

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

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the

following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush _____
Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFQ	8819
File Name	DME Smart Vegetation Management Application
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND AIDASH, INC.
(Contract # 8819)

THIS CONTRACT is made and entered into this date _____, by and between **AiDash, Inc**. a Delaware corporation, whose address 575 High Street, Ste #200, Palo Alto, CA 94301, 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 services in accordance with the City's RFQ #8819 DME Smart Vegetation Management Application, 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 RFQ 8819 (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 ("Contractor's Offer"), MSA and Order Form **(Exhibit "E")**;
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

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

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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.

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

Signed by:
Antonio Puente, Jr.
E3760944C2BF4B5...

Antonio Puente
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CONTRACTOR

DocuSigned by:
Abhishek Singh
84FF39B2CCFF486...

BY: _____
AUTHORIZED SIGNATURE

Printed Name: Abhishek Singh

Title: CEO & Co-Founder

7325433902
PHONE NUMBER

abhishek@aidash.com
EMAIL ADDRESS

____2025-1363458
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

ATTEST:
_____, CITY SECRETARY

BY: _____

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $370,834. Pricing shall be per Exhibit E attached.

2. The Quantities

The number of user quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the number of user quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis and any fee changes will be subject to this Contract including but not limited to, Exhibit A, Section 3 and Exhibit E.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +5%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier may provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must

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also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. <u>Performance Liquidated Damages for Professional Services</u>

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards for professional services identified in the applicable statement of work, as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit B
City of Denton's RFQ 8819 File

On File at the Office of the Purchasing Agent

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: Reserved.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

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

6. **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.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at

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delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: 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 City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** 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,

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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.

11. **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*.).

12. **INVOICES**:

A. The Contractor shall submit separate invoices on each purchase order or purchase release as set forth in the applicable order, statement of work or schedule. 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. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

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

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written

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notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15^{th}) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the

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City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

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

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being

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a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

5.2 Subscription Service Warranty. Contractor warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects,

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with the Documentation. Contractor does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Contractor makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Contractor will, at no additional cost to the Customer, provide remedial services in accordance with Contractor's standard support practices. City will provide Contractor with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

5.3 Professional Services Warranty. Contractor warrants that any Professional Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set out in the Order Form in all material respects. Contractor further warrants that any work product provided pursuant to any professional services engagement shall comply, in all material respects, with the specifications set out in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon City's written request, Contractor shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to City. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

D. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

E. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least thirty (30) days from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a material default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective fifteen (15) business days, unless otherwise specified, after the date of such notice, unless the Contractor, within such fifteen (15) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover,. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly

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or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor for all fees set forth in the applicable order, schedule or statement of work and no refunds will be granted, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **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. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**: Reserved.

33. **LIMITATION OF LIABILITY**: THE STATUTORY LIMITATION OF LIABILITY FOR A MUNICIPALITY FOR EACH OCCURANCE .

B. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CITY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE), EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE

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POSSIBILITY OF SUCH DAMAGES.

C. THE LIMITATIONS OF LIABILITY SET FORTH IN SUBSECTIONS A AND B ABOVE SHALL NOT APPLY TO: (I) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 11 (INDEMNIFICATION) OF THIS AGREEMENT; (II) LIABILITY ARISING FROM CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

D. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS AGREEMENT REPRESENT AN AGREED-UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CITY AND CONTRACTOR, WITHOUT WHICH CONTRACTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ON THE TERMS PROVIDED.

34. **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.

35. **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.

36. **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.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information

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Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims.

THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY THIRD PARTY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at

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least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to any deliverables that are explicitly identified in an order or statement of work.
For clarity, Contractor retains all right, title, and interest in and to: (i) Contractor's software platform and the underlying technology, algorithms, and code; (ii) all pre-existing intellectual property owned or controlled by Contractor prior to this Agreement; and (iii) any improvements, modifications, or enhancements to the foregoing made during the term of this Agreement. Nothing in this Agreement transfers any ownership rights in Contractor's core intellectual property to the City.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **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.

43. **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.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **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

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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.

46. **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.

47. **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.

48. **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.

49. **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 and that Contractor may assign this Agreement to a successor in interest by way of a merger, acquisition or sale of substantially all of its assets without prior written consent. 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.

50. **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

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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.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, 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 by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

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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.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **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.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. **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.

59. **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.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
v. “Foreign end product” means an end product other than a domestic end product.
vi. “United States” means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent. All fees are exclusive of taxes.

63. **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).

64. **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.

65. **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.

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66. **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.

67. **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.

68. **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 such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **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.

71. **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.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **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.

74. **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.

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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.

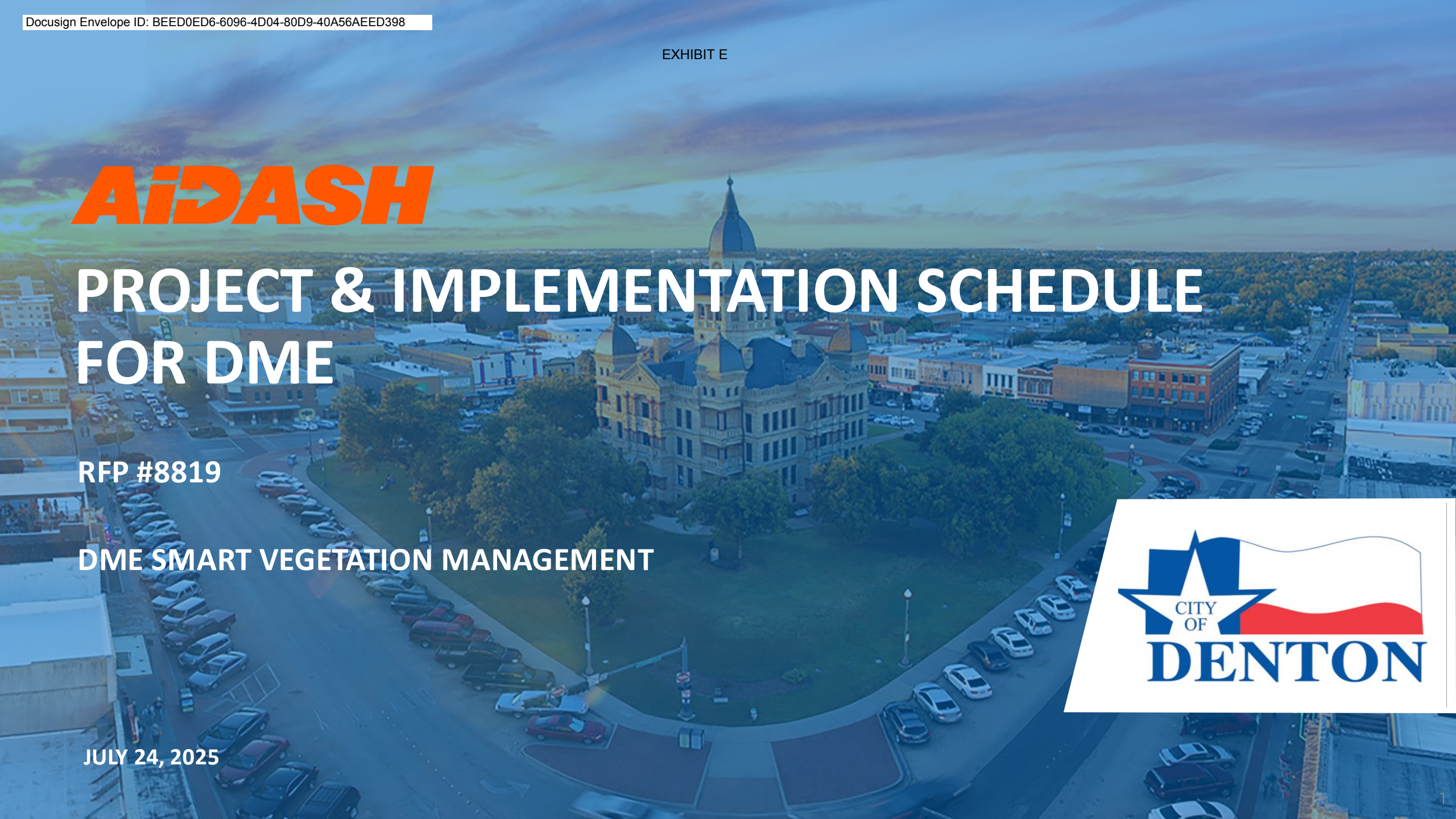
The Contractor shall:

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 8819 – 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.

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EXHIBIT E



PROJECT & IMPLEMENTATION SCHEDULE FOR DME

RFP #8819

DME SMART VEGETATION MANAGEMENT

JULY 24, 2025

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DME Project Schedule: Workback Plan

July 24th, 2025 Update

Task	Date
AiDASH Proposal + Pricing Sent to DME	7/24/25
DME Proposal Review & Redlines	7/24/25 - Early August
AiDASH & DME to agree on contract terms	By August 21st
DME presents to Public Utilities Board for approval	September 15th
DME meets with council for final go-ahead decision	September 30th
Project kick-off & DME data transfer begins*	Early-Mid October
Analysis delivery to plan and document 2026 Work	December/January

***We encourage DME to share their network boundary shapefile as soon as possible to give the AiDASH team a head start**

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MASTER SUBSCRIPTION SERVICES AGREEMENT

This Master Subscription Services Agreement ("**Agreement**") is effective _____, 2025 ("**Effective Date**") and is made by and between **AiDash Inc**., a Delaware Corporation with offices located at 575 High Street, Suite 200, Palo Alto, CA 94301 and City of Denton , with a principal place of business at 215 E McKinney St., Denton, TX 76201-4299 USA. ("**Customer**").

AiDash and the Customer shall each be referred to as a "**Party**" and collectively as the "**Parties**".

This Agreement governs the terms and conditions upon which the Customer has agreed to engage AiDash to provide the Services from time to time pursuant to an Order Form. Each Order Form will be subject to and governed by this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 ***Admin Users*** mean any employee of the Customer or its Affiliates and/or any independent contractor of the Customer or its Affiliates that have been provided with permission by AiDash and/or the Customer to access to the Subscription Service in order to manage User credentials.

1.2 ***Affiliates*** means any company, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting shares of an entity.

1.3 "***Aggregated Data***" means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

1.4 ***AiDash Data*** means all Data made available by AiDash to the Customer in connection with the Customer's use of the Services. AiDash Data does not, however, include Customer Data.

1.5 ***Confidential Information*** has the meaning given to it in Section 4.1.

1.6 ***Data*** means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.

1.7 ***Customer Data*** means all Data made available by the Customer or its Users to AiDash or otherwise provided by the Customer or its Users in connection with the provision of the Services. For the avoidance of doubt, Customer Data does not include any data acquired by AiDash from third party sources. For example, third party data such as satellite data acquired by AiDash from satellite data providers, weather data acquired by AiDash from third party weather data service providers etc. are not Customer Data.

1.8 ***Documentation*** means the documentation for the Subscription Service provided by AiDash to assist in the use of the Subscription Service by the Customer.

1.9 ***Losses*** has the meaning given to it in Section 9.1.

1.10 ***Non-Admin Users*** mean any employee of the Customer or its Affiliates and/or independent contractor of the Customer or its Affiliates that have been provided with permission by AiDash and/or the Customer to use the Services.

1.11 ***Order Form*** means each AiDash ordering document electronically entered into or signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Services provided to the Customer by AiDash, sets out the prices for the Services and contains any other applicable terms and conditions.

1.12 ***Professional Services*** means consulting and/or custom services to be provided by AiDash. All Professional Services will be set out and described in an Order Form.

1.13 ***Services*** means the Subscription Service and any Professional Services provided by AiDash.

1.14 ***Subscription Service*** means AiDash's proprietary subscription-based satellite and AI-powered operations and maintenance software-as-a-service ("SaaS") solutions all as more fully set out and described on the applicable Order Form.

1.15 ***Users*** means Admin Users and Non-Admin Users.

1.16 ***Usage Data*** means information generated from the use of the Services, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Services.

1.17 ***Work Product*** means any deliverables, content, reports, analyses or documentation developed by AiDash on behalf of the Customer and delivered to the Customer in the performance of any Professional Services.

2. SERVICES

2.1 *Services*. AiDash shall provide the Customer with the specific Services specified on an Order Form. Any conflict between the terms and conditions set forth in this Agreement and any Order Form shall be resolved in favor of the Order Form. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by AiDash regarding future functionality or features.

2.2 *License Grant.* Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out on the applicable Order Form, AiDash hereby grants to the Customer, solely during the term of the applicable Order Form, a non-exclusive, non-transferable (except as set out in Section 10.2) license to access and use the Subscription Service solely for the Customer's internal business purposes. This license is restricted to use by the Customer and its authorized Users and does not include the right to use the Subscription Service on behalf of any third party unless otherwise stated on the Order Form in relation to Affiliates. The Customer agrees: (a) that only Users are permitted to use the Subscription Service; (b) that it is responsible for Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service from unauthorized use and/or access.

2.3 *Licensed Volume*. The Customer acknowledges that access and use of the Subscription Service is licensed to the Customer for use up to the number of applicable images uploaded, mileage covered or other metric purchased by the Customer and set out on the applicable Order Form (the "**Volume Limitations**"). In the event that the Subscription Service is used in excess of the Volume Limitations then the Customer shall be obligated to pay AiDash for the number of applicable licenses, in excess of such Volume Limitations at the rates set forth in the Order Form.

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2.4 *Affiliates Not Under Direct Order Form*. Subject to the terms of the Order Form, the Customer may make the Subscription Service available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that the Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. Any license restrictions set out on an Order Form shall be deemed to apply to both the Customer and its Affiliates. By way of example, if an Order Form limits use of the Subscription Service to twenty (20) Users, then the use by the Customer and its Affiliates, when aggregated together, shall not exceed a total of twenty (20) Users. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates – except where the Affiliate has signed its own Order Form with AiDash for the Services pursuant to Section 2.5.

2.5 *Affiliates Under Direct Order Form.* In addition to Section 2.4, Customer's Affiliates may acquire Services subject to the terms and conditions of this Agreement by executing Order Forms hereunder directly with AiDash. Each Order Form executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two party agreement between AiDash and such Affiliate. Each Affiliate executing an Order Form shall be solely responsible for its obligations pursuant to such Order Form as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form signed by its Affiliate and AiDash shall look solely to the Affiliate executing such Order Form.

3. FEES; PAYMENT TERMS

3.1 *Fees*. Customer agrees to pay AiDash for Services provided and expenses incurred in accordance with and at the rates specified in each Order Form. Unless otherwise set forth on the Order Form, payment shall be due within thirty (30) days from receipt of invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying the applicable fees, Customer shall also pay all reasonable travel and out-of-pocket expenses incurred by AiDash in connection with any Services rendered provided that Customer has pre-approved of such travel and expenses in writing in advance.

3.2 *Taxes*. Fees are exclusive of taxes.

4. CONFIDENTIALITY

Confidential Information. During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("**Confidential Information**"). The Customer Data shall be deemed Customer's Confidential Information. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "**Representatives**") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and the Customer further agrees that neither it or any of its Users shall not publicly post any analysis or reviews of the Services without AiDash's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights. Nothing in this Section 4 will limit AiDash's rights Sections 8.1 or 8.2. AiDash acknowledges that Customer 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 AiDash 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*.
4.1

4.2 *Exclusions*. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 *Injunctive Relief*. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

5. WARRANTIES

5.1 Availability. AiDash will undertake commercially reasonable efforts to make the Subscription Service available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, AiDash reserves the right to suspend Customer's access to the Subscription Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to AiDash (beyond any applicable notice and cure period), (iii) if Customer's use of the Subscription Service results in (or is reasonably likely to result in) damage to or material degradation of the Subscription Service that could interfere with AiDash's ability to provide access to the Subscription Service to other users, or (iv) if AiDash receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires AiDash to suspend or terminate Customer and/or any authorized User's access to the Subscription Service.

5.2 *Subscription Service Warranty*. AiDash warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation.

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AiDash does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. AiDash makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, AiDash will, at no additional cost to the Customer, provide remedial services in accordance with AiDash's standard support practices. The Customer will provide AiDash with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Customer and its Users in accordance with the Order Form and this Agreement.

5.3 *Professional Services Warranty*. AiDash warrants that any Professional Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set out in the Order Form in all material respects. AiDash further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set out in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, AiDash shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

5.4 *Data Security*. AiDash agrees to use appropriate safeguards and comply with all applicable data protection laws, designed to prevent use or disclosure of the Customer Data other than as provided for by this Agreement. AiDash agrees to implement industry standard physical safeguards, technical safeguards and policy, procedure and documentation requirements that are designed to reasonably and appropriately protect the confidentiality, integrity and availability of the Customer Data.

5.5 *No Other Warranty*. AIDASH DOES NOT REPRESENT THAT THE SERVICES (INCLUDING AIDASH DATA) WILL BE ERROR-FREE OR THAT THE SERVICES (INCLUDING AIDASH DATA) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES (INCLUDING AIDASH DATA) WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY ACTS IT TAKES OR DOES NOT TAKE BASED ON USE OF THE SERVICES (INCLUDING AIDASH DATA). THE CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF THE SERVICES (INCLUDING AIDASH DATA) FOR CUSTOMER'S USE CASE. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY AIDASH. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6. LIMITATION OF LIABILITY. Intentionally Omitted

7. TERM Intentionally Omitted

8. 7.1 **OWNERSHIP; USE OF DATA; OBLIGATIONS Intentionally Omitted**

9. 8.1 **INDEMNITY Intentionally Omitted**

10. GENERAL

10.1 *Entire Agreement*. This Agreement, including City of Denton Contract, and all Annexes attached to this Agreement and all Order Forms, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating to this Agreement and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Order Form and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Order Form. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Customer shall be of no force or effect, even if the purchase order is accepted by AiDash. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

10.2 *Assignment*. This Agreement shall be binding upon and for the benefit of AiDash, the Customer and their permitted successors and assigns. Neither Party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void; provided that either Party may assign this Agreement and all Order Forms, without consent, as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets by providing written notice to the other Party. AiDash may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that AiDash shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their fees. AiDash shall provide prompt written notice of assignment to Customer.

10.3 *Governing Law and Jurisdiction*. Intentionally Omitted

10.4 *Headings*. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.5 *Relationship of the Parties*. AiDash and the Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

Force Majeure. Intentionally Omitted.

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IN WITNESS whereof the parties or their duly authorized representatives have entered into this Agreement on the date set out above.

Customer:	**AiDash Inc.**
By :	By : DocuSigned by: Abhishek Singh 84FF39B2CCFF486...
Name :	Name : Abhishek Singh
Title :	Title : CEO & Co-Founder
Date :	Date : 9/16/2025

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AiDash Sales Order #_____

Product and Services Pricing and Additional Terms

This Sales Order is entered into as of _____, 2025 ("Effective Date") by and between AiDash, Inc. ("AiDash"), a Delaware Corporation with a primary address of 3031 Tisch Way, ST 110 Plaza West, San Jose, CA 95128 and City of Denton ("Customer") a municipal utility, with a primary address of 215 E McKinney St., Denton, TX 76201-4299 USA. This Sales Order is issued pursuant to, and is governed by and is subject to the terms and conditions of the Master Subscription Services Agreement, dated _____, by and between AiDash and Customer (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

Customer has purchased following AiDash Products and Services under this order:

1. **AiDash Intelligent Vegetation Management System (IVMS)**

    a. Software Distribution Model: Software-as-a-Service ("SaaS")

Term, Renewal & Upgrade: The contract term will be one (1) year, effective from date of award. Subject to the terms of Contract number 8819, the City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

b.

- Subscription Start Date:
- Subscription End Date:
- Customer may terminate this Order at end of completion of any one-year (1) year term by providing sixty (60) or more calendar days advance written notice to AiDash.

c. Number of users: unlimited (internal users and contractors of the Customer)

d. Number of overhead line miles and type:

- Distribution: DME's entire OH Distribution network
- Transmission: DME's entire Transmission network

e. Product Software Plan Purchased:

- Base Plan: Select Tier IVMS (full system functionality)
    i. Add-on modules / upgrades purchased:
        a. Reliability vs. Budget Optimizer
        b. 'Should Cost' Estimation
        c. Advanced Bid Packet Support Creation

f. Support: Standard Support is included in all tiers. Support SLA is described in Exhibit A.

g. Implementation, Configuration and Integration:

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- Implementation, configuration and integration includes the following services to get Customer's SaaS instance set up and ready to use:
  i. Create IVMS instance and make it available to Customer's team
  ii. Set up single sign-on ("SSO") and configure application and security settings including any integrations (if needed).
    a. Create roles, access privileges based on Customer's needs/requirements.
  iii. Configure the IVMS application including company logo, branding, list and form layout, etc.
    a. Configuration will be done for each module included with the subscription purchase.
  iv. Data ingestion including but not limited to shape files, past outage history, past vegetation management history, etc.
  v. Set up and configure the mobile application with desired permissions and user roles.
  vi. Standard training and change management.
  vii. Integration with DME's Maximo software

h. Fees & Payment Terms:

SaaS Fee	Amount (US$)
Annual SaaS Fee	$64,680
Effective Annual Fee	$64,680

Implementation, Configuration and Integration Fee	Amount (US$)
One-time Implementation, Configuration and Integration Fee	$13,722
Effective Fee	$13,722

Invoicing and other terms

1. Invoice for Implementation & Configuration fee (one-time) shall be raised in advance at start of the engagement.
    a. Billing contact: Accounts Payable
    b. Billing Contact Email Address: AccountsPayable@cityofdenton.com
    c. PO Required
        a. YES | NO
2. Invoice for SaaS Fee (Payable annually) shall be raised in advance every year of the term.
3. The above amounts do not include any Sales tax / Use tax.

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IN WITNESS whereof the parties or their duly authorized representatives have entered into this Sales Order on the date set out above.

Customer:	**AiDash Inc.**
By :	By : DocuSigned by: Abhishek Singh 84FF39B2CCFF486...
Name :	Name : Abhishek Singh
Title :	Title : CEO & Co-Founder
Date :	Date : 9/16/2025

EXHIBIT A: Support SLA

1. **Definitions**.

For purposes of this Exhibit, the following terms have the meanings set forth below. All initial capitalized terms in this Exhibit that are not defined in this Exhibit A shall have the respective meanings given to them in the Agreement.

"**Contact List**" means a current list of AiDash contacts, emails and telephone numbers set forth in the attached Exhibit to enable Customer to escalate its Support Requests, including: the first person to contact and the persons in successively more qualified or experienced positions to provide the support sought.

"**Customer Cause**" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Agreement, specified in the then-current Documentation, or otherwise authorized in writing by AiDash: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software/Services by Customer; (b) any maintenance, update, improvement or other modification to or alteration of the Software/Services by Customer; (c) any use of the Software/Services by Customer in a manner inconsistent with the then-current Documentation or, to the extent consistent with and not limiting of the Documentation; (d) any use by Customer of any Third-Party Products that AiDash has not provided or caused to be provided to Customer; or (e) any use by Customer of a non-current version or release of the Software/Services.

"**Customer Systems**" means Customer's and/or its Clients' information technology infrastructure, including Customer's and /or its Clients' computers, software, databases, electronic systems (including database management systems), and networks.

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"**Error**" means any reproducible failure of the Service and/or Software/Service to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.

"**First Line Support**" means the identification, diagnosis, and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve Customer's Support Requests reporting these Errors: (a) telephone/e-mail/chat assistance; (b) Remote Services; and (c) access to technical information on the AiDash's website for proper use of the Software/Services.

"**Other Services**" means the services requested by Customer and performed by AiDash in connection with any apparent Service and/or Software Error that is not included in the First Line Support.

"**Resolve**" and the correlative terms, "**Resolved**", "**Resolving**" and "**Resolution**" each have the meaning set forth in Section 2.2.

"**Service Levels**" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"**Service Level Table**" means the table set out in Section 2.2.

"**Severity Level 1 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 2 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 3 Error**" has the meaning set forth in the Service Level Table.

"**Support Fees**" has the meaning set forth in Section 3.1.

"**Support Hours**" means US Eastern Time working hours (9 AM – 5 PM), Monday – Friday excluding national holidays unless otherwise specified in additional Service Level Agreement(s)(SLAs).

"**Support Period**" means the Term and, if requested by Customer, any period during which Customer transfers the Support Services to an alternate service provider.

"**Support Request**" has the meaning set forth in Section 4.

"**Support Services**" means AiDash's support of the then-current version and release of the Software/Service, including First Line Support but excluding any Other Services.

"**Third-Party Products**" means all third-party software [(including all Open Source Components)], computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices.

2. Support Services. AiDash shall perform all First Line Support and the Other Services requested by the Customer during the Support Hours throughout the Support Period in accordance with the terms and

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conditions of this Exhibit and the Agreement, including the Service Levels and other AiDash obligations set forth in this Section 2.

2.1 **Support Service Responsibilities**. AiDash shall use commercially reasonable efforts to (a) respond to and try to resolve all Support Requests in accordance with the Service Levels; (b) provide unlimited First Line Support to Customer during all Support Hours by means of the e-mail address **l1.support@aidash.com**; (c) provide to Customer all such Other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.2 **Service Levels**. Response and Resolution times will be measured from the time AiDash receives a Support Request until the respective times AiDash has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that AiDash has corrected the Error that prompted that Support Request and that Customer has confirmed such correction and its acceptance of it in writing. AiDash shall use commercially reasonable efforts to respond to and Resolve all Support Requests within the following times based on Customer's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after AiDash's investigation of the reported Error and consultation with Customer:

Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	**Business Critical Failures:** An Error that: (a) materially affects the operations of the Customer's business or marketability of its service or product; (b) prevents necessary work from being done; or (c) disables or materially impairs (i) any major function of the Software/Service or (ii) Customer's use of any major function of the Software/Service.	**Level 1 Response:** AiDash shall acknowledge receipt of a Support Request within 4 working hours. **Level 2 Response:** AiDash shall work on the problem continuously and try to: (a) restore the Software/Services to a state that allows the Customer to continue to use all functions of the Software/Service] in all material respects within 24 hours after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided.	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it, no later than 24 hours after AiDash's receipt of the Support Request. If the AiDash Resolves the Support Request by way of a work-around accepted in writing by Customer, the severity level assessment will be reduced to a Severity Level of Error 2.

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2	**System Defect with Work-around:** (a) a Severity Level 1 Error for which Customer has received, within the Resolution time for Severity Level 1 Errors, a work-around that Customer has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects operations of the Customer's business or marketability of its service or product.	**Level 1 Response:** AiDash shall acknowledge receipt of a Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around, within 6 working hours. **Level 2 Response:** AiDash shall, within 2 Business Days after the Level 1 Response time has elapsed, try to provide: (a) an emergency Software/Services fix or work-around; or (b) temporary Software/Services release or update release, that allows the Customer to continue to use all functions of the Software/Services in all material respects.	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it no later than 2 Business Days after AiDash's receipt of the Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around.
3	**Minor Error:** An isolated or minor Error in the Software/Services that meets each of the following requirements: (a) does not significantly affect Software/Service functionality; (b) can or does impair or disable only certain non-essential Software/Service functions; (c) does not materially affect Customer's use of the Software/Service; and (d) has no or no more than a minuscule effect on the operations of Customer's business or marketability of its service	**Level 1 Response:** AiDash shall acknowledge receipt of the Support Request within 8 working hours.	AiDash shall try to Resolve the Support Request as soon as practicable and try to resolve it no later than 5 Business Days after AiDash's receipt of the Support Request.

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	or product.		

2.3 Escalation to Parties' Managers. If AiDash does not respond to a Support Request within the relevant Service Level response time, Customer may escalate the Support Request to the parties' respective designated relationship managers and then to their respective senior management.

2.4 Time Extensions. Customer may, on a case-by-case basis, grant/agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.5 AiDash Updates. AiDash shall give Customer [regular/monthly] electronic or other written reports and updates of (a) the nature and status of its efforts to correct any Error, including a description of the Error and the estimated time of AiDash's response and Resolution; (b) its Service Level performance, including Service Level response and Resolution times.

2.6 Other Services. AiDash shall, at Customer's request, provide to Customer the Other Services in accordance with the terms and conditions of this Exhibit and the Agreement.

2.7 Time of the Essence. AiDash acknowledges and agrees that time is of the essence with respect to its performance under this Exhibit and that AiDash's prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

3. Fees.

3.1 Support Fees. The support fee (the "**Support Fees**") is included in the annual SaaS fee. Payment to AiDash of the Support Fees pursuant to this Section 3 will constitute payment in full for the performance of the Support Services and Customer will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Exhibit are firm and will not be modified during the Support Period.

4. Support Requests.

Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in Section 2.2 (each a "**Support Request**"). Customer's shall notify AiDash of each Support Request by e-mail or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer shall provide the AiDash with (a) prompt notice of any Errors; and (b) each of the following to the extent possible and reasonably necessary to assist AiDash to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request (i) direct access at Customer's premises to the Customer Systems and the Customer's files, equipment and personnel; (ii) output and other data, documents and information, each of which is deemed Customer's Confidential Information as defined in the Agreement; and (iii) remote access to the Customer Systems, subject to AiDash's compliance with all of Customer's security and encryption requirements notified to AiDash in writing]; and (iv) such other reasonable cooperation and assistance as AiDash may request.

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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.**

AiDash, 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 DocuSigned by:
Abhishek Singh
84FF39B2GCFF486...
Signature of vendor doing business with the governmental entity

9/16/2025
Date

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

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

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

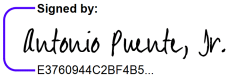
Envelope Id: BEED0ED6-6096-4D04-80D9-40A56AEED398
Status: Sent
Subject: Please DocuSign: City Council Contract 8819 DME Smart Vegetation Management Application
Source Envelope:
Document Pages: 44
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
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IP Address: 198.49.140.10

Record Tracking

Status: Original
9/10/2025 8:17:00 AM
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Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 9/10/2025 10:41:39 AM Viewed: 9/10/2025 10:41:49 AM Signed: 9/10/2025 10:41:58 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/10/2025 10:42:01 AM Viewed: 9/10/2025 11:27:37 AM Signed: 9/10/2025 11:33:50 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/10/2025 11:33:53 AM Viewed: 9/12/2025 12:22:40 PM Signed: 9/12/2025 12:23:52 PM
Marina Clements marina@aidash.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 1:48:10 PM ID: e4f06ae7-68c6-45cf-a23d-4bb4ddf12edf	**Completed** Using IP Address: 73.202.227.127	Sent: 9/12/2025 12:23:55 PM Viewed: 9/12/2025 1:48:10 PM Signed: 9/16/2025 11:07:24 AM

Signer Events	Signature	Timestamp
Abhishek Singh abhishek@aidash.com CEO & Co-Founder AiDash Inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/16/2025 1:56:46 PM ID: 710ee7f4-6053-4013-9cc6-1eb1594b9203	DocuSigned by:  84FF39B2CCFF486... Signature Adoption: Pre-selected Style Using IP Address: 2a02:26f7:b360:4000:1800::4e Signed using mobile	Sent: 9/16/2025 11:07:27 AM Viewed: 9/16/2025 1:56:46 PM Signed: 9/16/2025 1:59:10 PM
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/16/2025 3:09:48 PM ID: fb28973f-9f86-4f99-9b9f-8835871beca1	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/16/2025 1:59:14 PM Viewed: 9/16/2025 3:09:48 PM Signed: 9/16/2025 3:10:12 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/16/2025 3:10:17 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/10/2025 10:42:02 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/16/2025 3:10:16 PM Viewed: 9/16/2025 3:25:48 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Chris Lutrick chris.lutrick@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/10/2025 3:18:57 PM ID: a750f338-34da-4c9d-9ae6-9d204b57311d		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2025 10:41:40 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 13, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Stuart C. Irby Company, LLC, for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8877 – awarded to Stuart C. Irby Company, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,000,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Denton Municipal Electric (DME) conducted a solicitation via a Request for Proposal (RFP) to identify a vendor for a dielectric testing service to facilitate testing and replacement of safety-related rubber goods used to work on the electric grid.

DME needs a vendor to facilitate testing and replacement of all rubber goods used to work on the electric grid. The nine (9) categories of equipment (e.g., gloves, sleeves, cover-ups, blankets, guts) being tested/replaced all contact energized power lines and equipment such as transformers and fuses. This equipment must be tested biannually and/or annually, and as needed, to ensure that it does not conduct electricity (dielectric testing). This regulatory and manufacturers' requirement ensures the safety of our employees. DME will be able to quickly and more efficiently test and replace equipment needed to facilitate repair and maintenance on the electric grid.

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Total
Rubber Gloves/Sleeves	$150,000	$280,000	$100,000	$110,000	$115,000	$755,000
Leather Gloves/Protectors	100,000	115,000	120,000	120,000	120,000	575,000
Testing	250,000	300,000	320,000	330,000	330,000	1,530,000
Contingency						140,000
Total:						**$3,000,000**

Requests for Proposals were sent to 980 prospective suppliers of this item, including 32 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Five (5) proposals were received and evaluated based upon published criteria, including delivery, compliance with specifications, performance, and price. Based upon this evaluation, Stuart C. Irby Company, LLC was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	280, 285, 287, 691, 941, 936, 941, and 992
Notifications sent for Solicitation sent in IonWave:	980
Number of Suppliers that Viewed Solicitation in IonWave:	40
HUB-Historically Underutilized Business Invitations sent out:	108
SBE-Small Business Enterprise Invitations sent out:	346
Responses from Solicitation:	5

RECOMMENDATION

Award a contract with Stuart C. Irby Company, LLC, for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,000,000.

PRINCIPAL PLACE OF BUSINESS

Stuart C. Irby Company, LLC
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

The testing and replacement will be funded from Electric Safety & Training account 600110.6332. Requisitions will be entered on an as-needed basis. The budgeted amount of this item is $3,000,000.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Pricing Evaluation
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jeff Brown, 940-349-7189.

Legal point of contact: Marcella Lunn at 940-349-8333.

Exhibit 2
RFP 8877 - Pricing Evaluation for Dielectric Testing of Utility Rubber

			Respondent's Business Name:	C E S I	Protective Equipment Testing	Texas Electric Cooperatives	Titan Utility Services
			Stuart C. Irby				
			Principal Place of Business (City and State):				
			Fort Worth, TX	Walters, OK	Great Bend, KS	Georgetown, TX	Tickfaw, LA
Line #	**Description**	**UOM**	**Unit**	**Unit**	**Unit**	**Unit**	**Unit**
	Section A-Testing of Utility Rubber Gloves/Sleeves						
2	Test of Utility Rubber Gloves	EA	**$3.64**	$4.25	$6.75	$4.57	no bid
3	Test of Utility Rubber Sleeves	EA	**$6.98**	$6.45	$9.75	$6.94	no bid
	Section B-Testing of Utility Rubber Goods						
5	Test of Utility Rubber Goods Cover-Up	EA	**$7.28**	$13.00	$10.50	$13.98	$14.00
6	Test of Utility Rubber Goods Blanket	EA	**$7.68**	$10.00	$10.00	$10.76	$14.00
7	Test of Utility Rubber Goods Guts-Rubber	EA	**$7.28**	$14.25	$10.50	$15.33	$14.00
8	Test of Utility Rubber Goods Plastic	EA	**$7.28**	$13.75	$10.00	$14.79	$14.00
	Section C-Disposal of Failed Items						
10	Disposal of Failed Items		**No Charge**	No Charge	No Charge	100.0%	no bid
	Section D-Replacement Equipment						
	Replacement of Failed Items		**25.0%**	10.0%	10.0%	10.0%	0.0%
	Section E-Glove/Sleeve Bags						
14	Protective Bags to Carry Rubber Gloves and/or Sleeves		**25.0%**	5.0%	10.0%	5.0%	0.0%
	Section F-New Equipment						
16	Rubber gloves/sleeves, rubber cover-ups/guts in addition to current stock		**25.0%**	10.0%	10.0%	10.0%	0.0%
	Section G-Leather Protectors for Utility Rubber Gloves						
18	Leather Gloves designed to go over utility rubber gloves-Primary	Per Pair	**$39.00**	$49.28	$48.90	$52.99	no bid
19	Leather Gloves designed to go over utility rubber gloves-Secondary	Per Pair	**$31.00**	$38.18	$40.47	$41.06	no bid
	Section H-Leather Work Gloves						
21	Goat Leather Gloves- Arc 23cal, puncture rating 4, NFPA PPE level 2	Per Pair	**$33.75**	$37.18	$63.00	$39.98	no bid
	Section I-Sleeve Straps an Clips						
23	Straps and Clips that attach to sleeves to keep them in place.		**25.0%**	5.0%	10.0%	5.0%	0.0%

Evaluation						
Item #	**Standard Criteria**	**Stuart C. Irby**	C E S I	Protective Equipment Testing	Texas Electric Cooperatives	Titan Utility Services
1	Delivery/Project Schedule - 20%	**18.00**	13.00	10.00	9.00	8.00
2	Compliance with Specifications - 30%	**27.00**	15.00	19.50	15.00	6.00
3	Probable Performance - 20%	**18.00**	14.00	12.00	9.00	7.00
4	Price, Total Cost of Ownership - 30%	**30.00**	29.77	26.43	27.68	24.16
	Total Score:	**93.00**	71.77	67.93	60.68	45.16

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STUART C. IRBY COMPANY, LLC, FOR DIELECTRIC TESTING SERVICES AND REPLACEMENT OF ELECTRIC SAFETY RUBBER GOODS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8877 – AWARDED TO STUART C. IRBY COMPANY, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $3,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric; and

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

RFP NUMBER	CONTRACTOR	AMOUNT
8877	Stuart C. Irby Company, LLC	$3,000,000.00

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:	_____	_____	_____	_____
Suzi Rumohr, 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

Docusign Envelope ID: 86DC6B2C-9C1B-4AA5-84A6-D428754935AC

Docusign City Council Transmittal Coversheet

RFP	8877
File Name	DIELECTRIC TESTING OF UTILITY RUBBER
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: 86DC6B2C-9C1B-4AA5-84A6-D428754935AC

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND STUART C. IRBY COMPANY, LLC
(Contract # 8877)

THIS CONTRACT is made and entered into this date _____, by and between Stuart C. Irby Company, LLC a Texas limited liability company, whose address 7125 Belton, Fort Worth, TX 76118, 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 services in accordance with the City's RFP # 8877 Dielectric Testing of Utility Rubber, 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 8877 (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) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Proposal ("Contractor's Offer") **(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

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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.

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CONTRACTOR

BY: DocuSigned by: Russell James 2ADBC7430CA44D8...
AUTHORIZED SIGNATURE

Printed Name: Russell James

Title: Inside Sales

8173214011
PHONE NUMBER

russell@irby.com
EMAIL ADDRESS

2025- russell@irby.com
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
_____ CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Antonio Puente, Jr. E3760944C2BF4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $3,000,000. Pricing shall be per Exhibit F attached.

2. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

3. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

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The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

4. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

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

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6. **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.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: 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 City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** 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.

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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.

11. **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*.).

12. **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. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if

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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. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

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

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15^{th}) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have

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electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

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

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

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without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the

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U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

26. **DEFAULT**:
A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs,

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losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **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

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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.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the 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 include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **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

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Solicitation and the Insurance Exhibit.

35. **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.

36. **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.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **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.

43. **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.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton 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

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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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **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

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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.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, 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 by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

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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.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **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.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. **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.

59. **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.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
v. “Foreign end product” means an end product other than a domestic end product.
vi. “United States” means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **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).

64. **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.

65. **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.

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66. **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.

67. **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.

68. **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 such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **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.

71. **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.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **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.

74. **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.

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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/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

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EXHIBIT E

INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's

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limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE</u>

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

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a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

C. PROFESSIONAL LIABILITY INSURANCE

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

SUBCONTRACTING LIABILITY

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

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

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EXHIBIT F

Line #	Description	UOM	Stuart C. Irby Unit
	Section A-Testing of Utility Rubber Gloves/Sleeves		
2	Test of Utility Rubber Gloves	Per Pair	$8.20
3	Test of Utility Rubber Sleeves	Per Pair	$13.95
	Section B-Testing of Utility Rubber Goods		
5	Test of Utility Rubber Goods Cover-Up	Per Pair	$14.55
6	Test of Utility Rubber Goods Blanket	Per Pair	$15.35
7	Test of Utility Rubber Goods Guts-Rubber	Per Pair	$14.55
8	Test of Utility Rubber Goods Plastic	Per Pair	$14.55
	Section C-Disposal of Failed Items		
10	Disposal of Failed Items		No Charge
	Section D-Replacement Equipment		
	Replacement of Failed Items-% Off Retail List		25.0%
	Section E-Glove/Sleeve Bags		
14	Protective Bags to Carry Rubber Gloves and/or Sleeves-% Off Retail List		25.0%
	Section F-New Equipment		
16	Rubber gloves/sleeves, rubber cover-ups/guts in addition to current stock-% Off Retail List		25.0%
	Section G-Leather Protectors for Utility Rubber Gloves		
18	Leather Gloves designed to go over utility rubber gloves-Primary	Per Pair	$39.00
19	Leather Gloves designed to go over utility rubber gloves-Secondary	Per Pair	$31.00
	Section H-Leather Work Gloves		
21	Goat Leather Gloves- Arc 23cal, puncture rating 4, NFPA PPE level 2	Per Pair	$33.75
	Section I-Sleeve Straps an Clips		
23	Straps and Clips that attach to sleeves to keep them in place-% Off Retail List		25.0%

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EXHIBIT G

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.**

STUART C. IRBY COMPANY, LLC

2 [X] **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.**

none

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 [X] 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 [X] 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 [X] No

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

4 [X] **I have no Conflict of Interest to disclose.**

5 DocuSigned by: Russell James 2ADBC7430CA44D8...

Signature of vendor doing business with the governmental entity

9/12/2025

Date

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

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

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 86DC6B2C-9C1B-4AA5-84A6-D428754935AC
Status: Sent
Subject: Please DocuSign: City Council Contract 8877 Dielectric Testing of Utility Rubber
Source Envelope:
Document Pages: 34
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
9/11/2025 8:45:37 AM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/11/2025 9:02:04 AM Viewed: 9/11/2025 9:02:17 AM Signed: 9/11/2025 9:07:00 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/11/2025 9:07:03 AM Viewed: 9/11/2025 9:30:30 AM Signed: 9/11/2025 9:31:04 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/11/2025 9:31:07 AM Viewed: 9/12/2025 12:18:39 PM Signed: 9/12/2025 12:19:31 PM
Russell James russell@irby.com Inside Sales Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 2:28:39 PM ID: c20b62f6-a184-4933-8e0a-a34ffd94ad77	DocuSigned by: Russell James 2ADBC7430CA44D8... Signature Adoption: Pre-selected Style Using IP Address: 170.85.98.115	Sent: 9/12/2025 12:19:33 PM Viewed: 9/12/2025 2:28:39 PM Signed: 9/12/2025 2:30:11 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 2:33:06 PM ID: ea3977ef-d063-43f1-b3ed-d8608c6bdb20	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/12/2025 2:30:13 PM Viewed: 9/12/2025 2:33:06 PM Signed: 9/12/2025 2:33:20 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/12/2025 2:33:23 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/11/2025 9:07:03 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/12/2025 2:33:23 PM Viewed: 9/15/2025 9:06:13 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jeff Brown jeff.brown@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/11/2025 9:02:04 AM
Envelope Updated	Security Checked	9/11/2025 9:06:07 AM
Envelope Updated	Security Checked	9/11/2025 9:06:07 AM
Envelope Updated	Security Checked	9/12/2025 12:20:39 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 13, 2025

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager, for the emergency purchase of engine spare parts and service work for the Denton Energy Center; and providing an effective date (File 8937 – awarded to Wärtsilä North America, Inc., in the not-to-exceed amount of $1,076,678.24).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Recently, Denton Energy Center Engines 3, 6, and 10 encountered forced outages due to engine cylinder misfire, causing erratic and unstable operations. The Denton Energy Center on September 11, 2025, declared an emergency purchase for engine spare parts caused by the onsite inventory being exhausted of critical parts and components. These units are operational; however, the total output is derated 2-4 MW due to requiring additional parts and service.

Wärtsilä North America, Inc. has been contacted for the availability of personnel who could be on-site and assist in the issue diagnosis, as well as provide the needed parts for other units experiencing the same failures. Wärtsilä North America Inc. will provide field service of one (1) Electrical & Automation engineer, one (1) Mechanical engineer, and engine parts. The total service cost was quoted at $44,437.00 for the total and return unit to service.

The recent failures associated with these components have exhausted onsite spares as well as the funding available in the current parts contract. The premature component failures were identified and planned to be corrected with the approval of two capital projects in this current budget cycle. Staff are currently in the process of entering into a contract and procuring the necessary material to correct the issues. However, the sole source procurements File 8825 ($1,415,582) and File 8826 ($5,852,615) that were taken to SRC on May 28, 2025, are currently in the contract approval/procurement phases, with the latest contract redlines having been reviewed on September 4, 2025. Additionally, staff began the process of renewing the existing parts contract on June 25, 2025, after amending the not-to-exceed value due to the increased component failures exhausting funding. This new contract is currently in the advertising phase of procurement with a closing date of September 10, 2025. All encumbrances associated with this Declaration of Emergency will be encumbered to the associated capital project contract or the new parts contract.

To promptly replenish onsite spares to reduce the outage time and repair engines to full output for the City of Denton's energy demands, fulfilling our ERCOT obligations, the purchase of spare parts is necessary. Additionally, Denton Municipal Electric is currently in the procurement process of DEC engine and auxiliary parts and services.

Wärtsilä North America, Inc. is the original equipment manufacturer for the engines, as well as the only authorized sales and service representative for the parts requested. Wärtsilä North America Inc. was able to provide a quote for parts and delivery for the purchase cost of $1,032,241.24.

Delivery time is 7-30 days with two items at 8-12 weeks ETA from the fully accepted order.

Efforts to outsource the components concluded that only Wärtsilä North America can provide the engine parts. These components are manufactured by Wärtsilä and are not authorized for sale by other suppliers.

RECOMMENDATION

Approve the emergency purchase of engine spare parts and service work for the Denton Energy Center, in the estimated expenditure amount of $1,076,678.24.

PRINCIPAL PLACE OF BUSINESS

Wärtsilä North America, Inc.
Houston, TX

ESTIMATED SCHEDULE OF PROJECT

This is a single purchase processed as an Emergency Declaration once all on-hand parts were exhausted. Delivery of the items will occur within 30 days after receipt of the order.

FISCAL INFORMATION

These services will be funded from Denton Energy Center account 600105.6525.5500. Purchase Order #212264 has been entered into the Purchasing software system in the amount of $1,048,329.50. The budgeted amount for this item is $1,076,678.24.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Quote
Exhibit 3: Ordinance

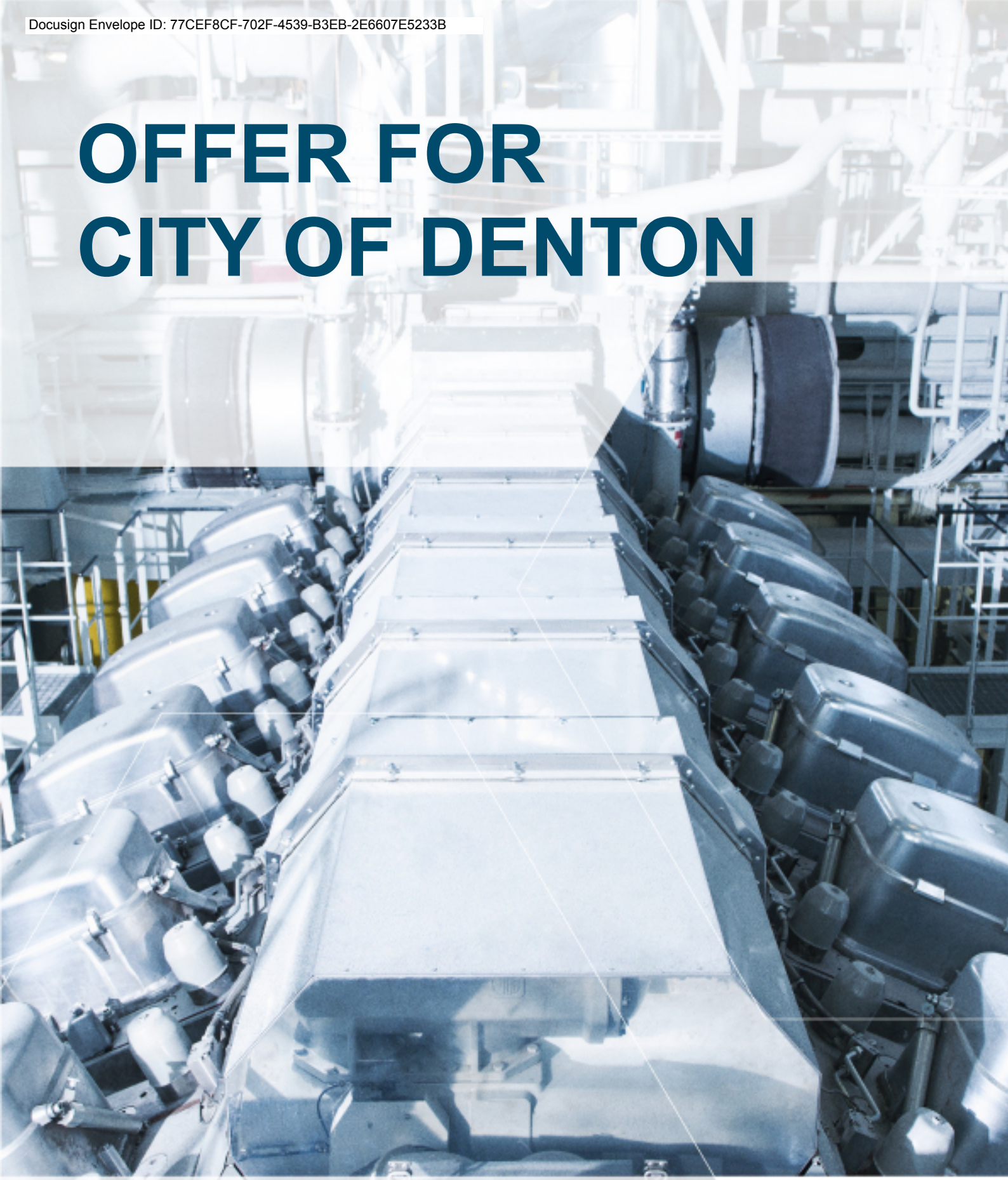
Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Arthur Pando, 940-349-8653.

Legal point of contact: Marcella Lunn at 940-349-8333.

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

OFFER FOR CITY OF DENTON



CITY OF DENTON
DENTON ENERGY CENTER

WÄRTSILÄ

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Offer number: SO-133270-1
Date: Aug 20, 2025

Customer
City of Denton
1659 Spencer Road
Denton Texas 76205

Your Contact Arthur Pando
Your Inquiry Date Aug 17, 2025
Your Reference
Terms of Payment 30 days net
Offer Valid To Sep 18, 2025

TROUBLESHOOT SERVICE OFFER FOR DENTON ENERGY CENTER

Dear Arthur,

Thank you for your inquiry. Please see below our estimated field service offer to troubleshoot the multiple misfires on the engine 6 at your power plant.

This offer is valid for the following equipment:
DENTON ENERGY CENTER
PAAE317350 WÄRTSILÄ 18V50SG

Engine Troubleshooting USD 36,132.00
This includes the following:

- E&A Engineer x 1 Travel Time - 24 hrs (12 hrs each way)
- E&A Engineer x 1 On-site work - 3 days (12 hrs per day)

- Mechanical Engineer x 1 Travel Time - 24 hrs (12 hrs each way)
- Mechanical Engineer x 1 On-site work - 3 days (12 hrs per day)

Travel Expenses and Accommodation USD 8,305.00
Estimated Field Service Expenses for two (2) Wartsila personnel to cover, Airfare, Hotel, Car rental, per diem, and any job-related incidental cost. They value mentioned is for an estimate purpose only. Our final invoice will reflect at an actual cost + 10%

Estimated total price excluding VAT/Tax	USD 44,437.00
Total price	**USD 44,437.00**

Will be invoiced according to actual hours

Field Service

The service work will take place upon receipt of firm Purchase Order.

Date of Service Attendance: To be discussed and decided

Location:
Denton Energy Center.
Denton, TX, USA.

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Manpower:

- E&A Engineer x 1 (for on-site 3 workdays, 12 hrs per day)
- Mechanical Engineer x 1 (for on-site 3 workdays, 12 hrs per day)

PAAE317350 WÄRTSILÄ 18V50SG

Engine Troubleshooting

Upon receipt of firm purchase order, Wartsila personnel will make travel arrangements to be on-site to investigate and troubleshoot on engine 6.

Scope of work:

- Investigate the root cause of the multiple consecutive misfires in cylinder B9 on engine 6.
- Check the functionality of the components, and ensure all connections and wiring are intact.
- Provide recommendations to resolve identified issues and complete troubleshooting in effort to return the engine to running operating condition.
- Provide the complete service report.

Terms of offer

Please know, the total number of days (3) for two (2) Wartsila Personnel to complete the service work mentioned in this offer are for an estimate purpose only. Our final invoice will reflect based on an actual time spent on this job.

Offer specific terms

The offered price includes travelling hours and on-site work hours. Estimated travelling and accommodation expenses are included in this offer. However, they are for estimate purpose only. Our final invoice will reflect at actual cost +10%.

Notes

Our engineers will make a safety inspection before any work is started. This inspection will not replace customers responsibility for ensuring a safe work site and environment. In accordance with Wartsila Safety Commitment, all attending Wartsila Service Personnel have authority to stop work if an unsafe or hazardous condition is observed.

Customer responsibilities

- To provide an easy access for Wartsila Field Service personnel to be on-site.
- To remove the engine from service and isolate to the satisfaction of attending Wartsila Field Service Personnel as and when required.
- To provide all parts and miscellaneous consumables to perform the service work mentioned in this offer.
- To provide at least One (1) knowledgeable technician during entire job execution.
- For any delays that are not caused by Wartsila.
- To provide any engine specific tools in working condition and calibrated up to date.

Deliverables

Wärtsilä will provide a complete service work report after completion of the service attendance. This report will include all measurements taken during the service and recommendations.

Additional work

If the service measures will reveal the necessity for any additional required measures or spare parts, this will be offered separately. The Customer will be notified to obtain approval prior to commencement of work.

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Additional ordered parts during execution will be invoiced after completion.

Change of requirements

Any change in requirement and/or scope of supply will be subject to review and may affect prices offered. For any changes to the specification requested after acceptance of the order, we reserve the right to amend prices and delivery dates accordingly.

Conditions

This Offer is governed by Wärtsilä's General Terms and Conditions, attached, unless a signed framework or maintenance agreement between the parties takes precedence. The applicability of any other Terms and Conditions is expressly rejected. Validity of this document is subject to the full payment of all the overdue invoices and approved credit review by Wärtsilä.

Appendices

Energy-North Americas-WUS-FS Rates-USD-01-2025
EN-EN General Terms and Conditions - Services 2025
Wartsila Safety Commitment

Thank you for the opportunity, we hope our offer meets your expectations and we look forward to receiving an order from you.

Sincerely

Wärtsilä North America, Inc.
Andrew Corbitt
Account Manager, Energy Services
andrew.corbitt@wartsila.com

Wärtsilä North America, Inc.
Nisar Ahmed
Senior Lifecycle Proposal Engineer, USA & Canada
nisar.ahmed2@wartsila.com

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Field Service Rates 2025

Wärtsilä North America In

SERVICE WORK CHARGES VALID FOR 4-Stroke, Electrical & Automation

A. RATES in USD excl. VAT

Applicable Rates:	Hourly Rates		
Performed by	Normal Rate	Overtime A Rate	Overtime B Rate
Service Technician	190	210	245
Service Engineer	269	283	314
Superintendent	321	368	398

B. Terms and conditions

Normal Hourly Rate	Monday to Friday up to eight (8) consecutive hours for work performed between 7:00 AM and 7:00 PM.
Overtime A	Monday to Friday, commencing on ninth (9th) working hour for work performed between 7:00am and 7:00pm (daytime) and for work performed between 7:00pm and 7:00am (night-time). Saturdays, up to first eight (8) consecutive hours.
Overtime B	Saturdays, commencing on ninth (9th) working hour. Sundays and public holidays, all hours.
Daily allowance	Domestic travelling will be charged with 80 USD per day. International travelling will be charged according to government country specific daily allowance.
Travel Hours	Will be charged as Normal hours.
Waiting Time	Will be charged up to max. 8 hours per day as Normal hours for both Normal Weekdays and Other Days.
Preparing & Reporting Time	Will be charged up to max. 8 hours per day as Normal hours for both Normal Weekdays and Other Days.
Special Tools	All Special Tools provided by Wärtsilä Group will be charged according to separately provided price list or quoted price.
Company Car Usage	1 USD per mile.
Travelling Expenses	Will be charged at cost plus 10% administrative fee.
Miscellaneous Expenses	Will be charged at cost plus 10% administrative fee.
Working Aboard	If a service worker must stay on board an installation without the possibility of exit after a working day, a minimum of 12 hours per day will be charged according to applicable rate.

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C. Reserved rights and charges

C1. Reservation Fee

This Reservation Fee will be applied when the customer specifically requests to put an engineer on “Reserved Status” (making him/her unavailable for other jobs or service assignments) awaiting travel instructions to customers work site. A maximum of five days is permissible for reserving an engineer. When five days have elapsed Wärtsilä reserve the right to re-assign the engineer for other service assignments.

See table in Section C3 for applicable fees.

C2. Rescheduling and Cancellation Fees

If customer requests service work to be rescheduled or cancelled less than 1 week prior to the scheduled job start date, a *Rescheduling Fee, or a Cancellation Fee (for each* affected service engineer) will be charged in accordance with Table C3.

Confirmation of the newly requested dates will be subject to the availability of the required engineer(s).

In addition to the Rescheduling or Cancellation fee, customer shall be responsible for all other costs incurred by Wärtsilä as a result of the rescheduling, including, but not limited to, unavoidable additional travel and accommodation costs.

See table in Section C3 for applicable fees.

C3. Table of applicable fees (per affected engineer)

Reservation Fee	Rescheduling Fee	Cancellation Fee
USD 1076	USD 1076	USD 2152

D. General Terms & Conditions

In all other respects, the latest version of “*WÄRTSILÄ GENERAL TERMS AND CONDITIONS SERVICES”* applicable at the time of order, shall be applied.

All spare parts used for maintenance work will be charged according to Wärtsilä global list price, and the latest version of *“WÄRTSILÄ GENERAL TERMS AND CONDITIONS PARTS”* applicable at the time of order, shall be applied.

E. Validity

Date of revision: **01.01.2025**

This price list is valid from the Date of Revision and continues until further notice.

Wärtsilä reserves the right to revise and amend this price list at any time.

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

WÄRTSILÄ GENERAL TERMS AND CONDITIONS SERVICES (2025)

1. INTRODUCTION, CONTRACT FORMATION, SCOPE, AND CHANGES

1.1 These General Terms and Conditions – Services (2025) (the "Conditions") shall, unless otherwise agreed in writing, apply to all services performed ("Service Work") by any authorized member, agent, or representative of the Wärtsilä Group (the "Contractor") for a customer (the "Customer").

1.2 Offers are non-binding until accepted and confirmed by a purchase order issued by the Customer in compliance with these Conditions. Upon receipt of the Customer's purchase order, the Contractor may issue an order acknowledgement or begin work, in either case forming a "Contract". These Conditions shall form an integral part of the Contract.

1.3. Any Customer-introduced terms inconsistent with or additional to the Conditions are hereby disclaimed, shall not be incorporated into the Contract, and shall have no effect unless signed by the Contractor's authorised representative.

1.4 The Contractor's offers are conditional on credit approval and discharge of any existing debts. The Contractor may rescind any offer or suspend or terminate the Contract without liability to the Customer if the Customer does not discharge existing debts or is deemed, at the Contractor's sole discretion, not credit worthy.

1.5 The Customer may not change or cancel any purchase order after it has been received by the Contractor unless the Contractor has agreed in writing to such change or cancellation. The Customer shall pay any applicable rescheduling, cancellation, or variation order fees as per the Contractor's latest rates.

1.6 Depending on conditions encountered or discovered after formation of the Contract, the Contractor may recommend reasonable changes to the scope of the Service Work or Physical Work and the Customer shall pay for any additional Service Work provided by the Contractor because of such changes.

1.7 The Customer shall compensate the Contractor for any increases in the Contractor's cost of performing the Service Work arising after the Contractor's offer because of the actions or omissions of the Customer or a third party not under Contractor's control (such as, but not limited to a change of law or a Force Majeure event) if such increases are not foreseeable at the time of the offer or are not reasonably preventable by the Contractor's actions.

2. SCOPE OF SERVICES

2.1 The Contractor shall perform the Service Work specified in the Contractor's order acknowledgement. Service Work may be delivered onsite or remotely.

2.2 Service Work may include: (1) **"*Field Service***", that is, the attendance of a service technician or technical manpower ("Primary Service Technician") provided by the Contractor to perform installation, commissioning, repair, reconditioning or maintenance of the Customer equipment; (2) ***"Workshop Services"***, that is, the inspection, overhaul, replacement or reconditioning of the Customer's parts at the Contractor's workshop; (3) ***"Technical Advisory Services",*** that is, the provision of technical advice by the Contractor's technical expert(s) ("Technical Advisor"); (4) "***Investigation Services***", that is, the inspection or investigation of the condition or performance of the Customer parts or equipment; (5) "**Underwater Services**", that is, any Field Service or Investigation Service that is performed underwater or that is wholly or partially performed by diving; or (6) other services as specified in the Contractor's order acknowledgement.

2.3 If the Contractor is providing Technical Advisory Services, the Contractor is not responsible for performing any installation, repair, or maintenance of equipment (the "Physical Work"). The Customer shall provide adequate Primary Service Technician(s) to complete the Physical Work and ensure that they fully cooperate with the Contractor's Technical Advisor(s). The Customer shall have no right to employ the Contractor's personnel for Physical Work unless the Contractor has undertaken that its Technical Advisor(s) will perform such work in its order acknowledgement. A Technical Advisor is not a supervisor or superintendent over the Primary Service Technician(s) or of the Physical Work. Where providing Technical Advisory Services, the Contractor disclaims all responsibility for Physical Work performed by the Customer's Primary Service Technician(s). Any Physical Work directly performed by the Contractor's Technical Advisor(s), and any participation by the Contractor's Technical Advisor(s) in the Physical Work, shall, unless duly recorded in the Service Report as Physical Work performed by the Contractor's Technical Advisor(s), be deemed ancillary and incidental to their role, and shall not give rise to any additional warranty obligations or liability. Physical Work duly recorded in the Service Report as having been performed by or with the involvement of the Contractor's Technical Advisor(s) shall be treated as Field Service.

2.4 Unless otherwise stated in the Contractor's offer or order acknowledgement, Workshop Services does not include transportation of the Customer's parts to and from the Contractor's workshop. The Customer shall arrange to deliver the parts DDP Contractor's workshop, and to pick up the parts FCA Contractor's workshop once the Service Work is completed.

2.5 Investigation Services do not include any guarantee as to the results or condition of the Customer equipment or part investigated, and do not give rise to a warranty.

2.6 The Contractor may prepare a service report describing, e.g., the Service Work it has performed, the conditions it encountered – including the prior condition of the equipment being serviced -- and any relevant observations and recommendations for the Customer (the "**Service Report**"). Service Reports are prepared, shared and stored at the Contractor's sole discretion and for the Contractor's benefit, and the Contractor has no obligation to preserve Service Reports for the Customer's benefit unless separately agreed in writing. Service Reports are not works made for hire, and copyright shall vest and remain with the Contractor. If copyright to such Service Reports vests to the Customer under applicable law, the Customer agrees to take all necessary actions (at its own expense) to assign such copyright to the Contractor. If a Service Report is shared with the Customer, it is provided on an 'as is' basis with no warranty whatsoever, express or implied. The Contractor makes no representation that Service Reports are accurate, complete, or timely. Irrespective of any Customer confidential information they may contain, Service Reports shall be deemed solely confidential information of the Contractor under Section 3.1 of these Conditions.

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 Neither party shall copy or disclose to a third party any document or data provided by the other party on a confidential basis (as clearly indicated in writing at the time of the initial disclosure) without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Service Work, or any document or data provided by the Contractor in connection therewith shall remain the Contractor's property. The Customer shall defend, indemnify, and hold harmless the Contractor against all claims, losses, and damages, including reasonable attorneys' fees, arising out of, or resulting from any reuse, modification, reproduction or publication of the Contractor's intellectual property documents or data. To the extent there is a conflict between the foregoing provisions regarding confidentiality and intellectual property and any terms or conditions of any software license agreement, the terms and conditions of such software license agreement shall prevail.

3.2 Notwithstanding anything to the contrary, companies belonging to Wärtsilä Group shall have the right to collect data from sensors, instruments, monitors, data collectors, industrial control or SCADA devices located at Customer's sites or on the equipment delivered, or if agreed between the parties through any digital platform managed by the Customer or an authorized third party for storing such data, and use such data, including but not limited, to support and develop its products, solutions and services. Data may be transferred within Wärtsilä Group and to third parties who act for or on its behalf for processing the data. Companies belonging to Wärtsilä Group shall own any enrichment, report or derivative work developed or derived from such data. The rights granted hereunder shall survive any termination or expiration of the Contract.

3.3 Subject to the Customer´s compliance with the Contract and these Conditions, the Contractor grants the Customer a non-exclusive license to use any software supplied with the Service Work ("Software") in connection with the normal and proper use of the applicable products. If Software is supplied as part of the Service Work, the term Service Work shall be deemed to include Software whenever used in these Conditions. The Customer may make copies of the Software only where essential for its lawful operation or for necessary back-up purposes. The following terms apply to the Software: (1) Customer shall not copy, modify, create derivative works from, disassemble or otherwise attempt to derive the source code; (2) supply of Software does not include updates, upgrades, maintenance, support or other additional services and any such items shall be subject to separate written agreement and additional cost; (3) the use of the Software may be subject to separate terms of use or third-party software terms as updated from time to time; (4) any onward supply of the Software to the Customer's customers or other end users, shall be subject to the applicable terms of the Contract and these conditions (or substantially equivalent terms). If any cloud-based service is supplied in connection with the Services ("Cloud Service") then the Customer may access the Cloud Service for the duration agreed in the Contract.

4. PERFORMANCE, DELIVERY, ACCEPTANCE

4.1 The Customer shall be deemed to have accepted the Service Work performed by the Contractor and the quality and quantity of any parts delivered as part of the Service Work as being in accordance with the Contract unless the Customer has notified the Contractor of any non-conformity,

shortages, or damage within three (3) days following the last day on which the Service Work was performed. Any date or period for dispatching or completion stipulated or quoted shall be deemed to be an estimate only, and there shall be no express or implied time limit in dispatching or completing any Service Work.

4.2 If the Customer anticipates that the Service Work cannot be commenced or a delivery accepted as agreed in the Contract due to reasons attributable to the Customer, the Customer shall notify the Contractor in writing stating the reason and the time when the Customer anticipates that the Service Work could commence, or the delivery be accepted. The Contractor may by notice require the Customer to set a final reasonable time for when the Service Work should commence, or the delivery be accepted. Any additional costs related to such delay shall be borne by the Customer, including as further described in Clauses 1.6, 1.7 and 9.3.

4.3 All references to trade terms shall be interpreted in accordance with Incoterms® 2020. Any date or period for delivery or completion of services stipulated or quoted by the Contractor shall be deemed to be an estimate only. Packing materials shall not be returned to the Contractor.

4.4 The Contractor has a right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that the Customer will not be able to perform its obligations as stated in the Contract.

5. COMPENSATION, PAYMENT, AND OWNERSHIP

5.1 If not expressly agreed otherwise in writing, the Contract's price is based on the Service Work performed during normal working hours. Time sheets for each week shall be provided by the Contractor to the Customer and shall be promptly checked and attested by the Customer. The time sheets provided by the Contractor shall be deemed to be evidence of the working hours invoiced by the Contractor. Hourly rates, overtime rates and daily allowances shall be as specified in the Contractor's standard rates then in effect (such rates are subject to change from time to time). The Customer will be charged a daily allowance for each of the Contractor's personnel based on the number of working days from the date of departure of such personnel until their return. Unless otherwise agreed in writing, a normal working week is comprised of forty (40) hours; eight (8) hours per working day, spread over five (5) working days. Local holidays shall be observed. Unless otherwise agreed, any Service Work done outside normal working hours shall be charged to the Customer as overtime. Any waiting and/or stand-by time for which the Contractor is not responsible shall be charged to the Customer as normal working time. Time spent by the Contractor's personnel travelling to and from the Contractor's office, the work site and the Customer-provided lodging shall be for the Customer's account. The daily remuneration and allowances shall be payable during incapacity caused by sickness of or accident to any of the Contractor's personnel if caused by failure of the Customer to maintain safety in the work site environment.

5.2 All travel expenses, plus ten percent (10%) handling cost, incurred in connection with the Contract shall be for the account of the Customer. Travel expenses include: (a) fares for journey by rail, sea, air, car and/or bus; (b) carriage, freight and customs duties as well as insurance due in connection with personal effects, instruments and tools required for the Service Work, including necessary costs for overweight on air freight; and (c) all out-of-pocket expenses incurred by the Contractor for the Service Work ordered by the Customer, such as internet use, facsimile and telephone calls.

5.3 In the event of any illness or accident affecting any of the Contractor's personnel, whether during the performance of Service Work or otherwise, necessitating medical attention or hospital treatment, the Customer shall ensure that the best and appropriate medical facilities and medications are made available to the Contractor's personnel. If it is necessary to repatriate an ill, injured, or deceased member of the Contractor's personnel, the Customer shall assist the Contractor in arranging for such repatriation in the safest and most expedient manner. All costs incurred under this Clause 5.3 shall be borne by the Contractor.

5.4 Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the invoice within twenty (20) days following the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction, all expenses for remitting payments being borne by the Customer. The Customer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded monthly. The Customer shall pay the Contractor all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, the Contractor shall be entitled to suspend or terminate the Contract by written notice to the Customer, and such remedies shall not be exclusive of the Contractor's additional rights under contract or law. Title to any part, material, equipment, supplies, consumables or replacement and any other items furnished, provided, or supplied by the Contractor in performance of the Service Work shall pass to the Customer only when payment in full has been received by the Contractor. The Contractor may as a precondition for the performance of the Service Work, request that the Customer provides the Contractor with security covering any unpaid amount already owed to the Contractor or one of its affiliates.

5.5 Any assistance or work performed by the Contractor outside the scope of Contract shall be charged as extra work in accordance with the Contractor's standard rates then in effect and with these Conditions.

5.6. All prices quoted in the Contractor's offer, order acknowledgement, price lists(s) or invoices are net and exclude taxes, duties, tariffs and similar assessments which are payable in addition as applicable. The Contractor reserves the right to make changes to its price list(s) without prior notice.

6. WARRANTY

6.1 For Service Work where the Contractor is providing Field Service, Underwater Field Service, or Workshop Services, the Contractor shall re-perform, in whole or in part, at its sole discretion, any defective Service Work which appears during the warranty period. If providing Technical Advisory Services, the Contractor shall revise or supplement any erroneous technical advice discovered during the warranty period but provides no warranty or remedy for Physical Work performed by the Customer's Primary Service Technician(s) or warranty as to the general condition of equipment with respect to which the Contractor has provided Technical Advisory Services. Investigation Services do not give rise to any warranty. Service Work does not create a general warranty for the equipment, part or component serviced, and the Contractor's sole warranty obligation is to re-perform any defective Service Work.

6.2 The Customer shall immediately take appropriate steps to prevent any defect from becoming more serious, and to enable the Contractor to perform its warranty obligations under Clause 6.1 in a cost-effective manner either at the original location where the Service Work was performed or at another location acceptable to Contractor.

6.3 All warranty claims shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. The Customer shall have the responsibility to establish that its claim is covered by this warranty. Parts replaced by the Contractor under warranty shall become the Contractor's property and upon the Contractor's request, be returned at the Contractor's cost. Delivery of repairs or re-performance under this warranty will be made in accordance with the original Contract delivery terms. The Contractor warrants that any Software shall not contain any material non-conformance with the Contractor's technical specification for such software during the warranty period and that the Cloud Service will perform substantially in accordance with the Contract and the Contractor´s technical specifications for the duration of the applicable term provided in the Contract.

6.4 The warranty period for the Service Work begins on the date of delivery and ends six (6) months from the last day of performance of the applicable Service Work. The warranty period in respect of Service Work which has been re-performed under the warranty shall expire six (6) months following the last day on which the Service Work was re-performed under the warranty. The re-performed Service Work, and the warranty for re-performed Service Work, shall be subject to the same terms, conditions, and limitations of liability applicable to the originally-performed Service Work. Under no circumstances shall the warranty period of any Service Work (whether original or re-performed) extend beyond the date that is twelve (12) months following the date of commencement of the original warranty period as stipulated above in the first sentence of this Clause.

6.5 The Contractor shall not be liable for, and the warranty of this Clause does not apply to any defect due to or arising in connection with: (1) any Physical Work performed by Primary Service Technicians provided by the Customer, (2) any materials, components, tools, designs or software provided by the Customer; (3) negligence or wilful misconduct of the Customer or third parties; (4) parts, accessories or attachments other than those supplied by the Contractor in the course of performance of the Service Work; (5) improper service work, installation or alterations carried out by the Customer; (6) normal wear and tear; (7) use of unsuitable material or consumables by the Customer; (8) fluctuation in the grid; (9) any use, service or operation of any equipment, parts or components upon which Service Work was performed which is not in conformity with manuals, instructions or specifications provided by the Contractor or which is otherwise not in accordance with normal industry practice; or (10) any non-conformities, defects (including latent defects), damage, vulnerabilities, or problems with the Customer's equipment or parts which predate the Service Work, even where the Service Work specifically includes Investigative Services intended to identify such pre-existing conditions or Workshop Services to re-condition a part. The Contractor's warranty obligation does not include any cranage, electricity, scaffolding, docking, towage costs, demounting or mounting costs, additional costs and expenses incurred by Contractor as a result of Customer's request to re-perform the Service Work at a location different than the original location, and expenses of the Contractor's personnel or representatives, taxes, and duties, and all such costs and expenses shall be reimbursed by the Customer to the Contractor when applicable. The Contractor's warranty obligation also does not include diving or sub-sea work, except if the Contractor originally provided Underwater Services. If, after the Contractor's warranty investigation, the Contractor (at its sole discretion) concludes that the Customer does not have a warranty claim within the scope of these Conditions, then the Customer shall be responsible for all applicable costs and expenses incurred by the Contractor in investigating or responding to the warranty claim.

6.6 THIS CLAUSE 6 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE SERVICE WORK AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. THE CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY) WITH RESPECT TO ANY NON-CONFORMITY, DEFECT, ERROR, OR OMISSION ASSOCIATED WITH THE SERVICE WORK. THE CUSTOMER ACCEPTS THE SOFTWARE AND CLOUD SERVICE "AS IS" AND AS AVAILABLE. THE CONTRACTOR DOES NOT GUARANTEE THAT THE SOFTWARE OR CLOUD SERVICE WILL BE ERROR-FREE, VIRUS-FREE,

UNINTERRUPTED OR FREE FROM VULNERABILITIES, OR THAT THE CONTRACTOR WILL CORRECT ALL ERRORS. THE CUSTOMER ACKNOWLEDGES THAT THE CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE CLOUD SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE CONTRACTOR IS NOT RESPONSIBLE FOR ANY DOWNTIME OR OTHER PROBLEMS IN THE CUSTOMER'S OR ANY OTHER THIRD PARTY'S SYSTEMS. THE CONTRACTOR IS NOT LIABLE FOR DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7. CONTRACTOR'S LIABILITY

7.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED) NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL, ANY CLAIMS OF THE CUSTOMER'S CUSTOMERS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE CUSTOMER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE EQUIPMENT, COMPONENTS OR PARTS ON WHICH SERVICE WORK WAS DIRECTLY PERFORMED HEREUNDER, COSTS FOR ANY ADDITIONAL TESTS, SEA TRIALS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE, LOSS OR CORRUPTION OF DATA.

7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN NO EVENT SHALL THE CONTRACTOR'S AGGREGATE LIABILITY TO THE CUSTOMER UNDER THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY OR EQUITY, EXCEED THIRTY PERCENT (30%) OF THE CONTRACT PRICE.

7.3 The Contractor shall not be liable for any work carried out by the Customer, the Customer's Primary Service Technician(s), or by any third party, even though carried out under the direction or supervision of, with assistance from, or vetted by the Contractor's personnel or Technical Advisor(s). The Customer shall bear the risk of loss of its equipment and other goods in connection with the Service Work, even if such equipment or goods are in facilities used by the Contractor.

7.4 The Contractor shall not be liable for any harm, injury or damages due to or arising in connection with: (1) limited, inaccurate, or insufficient visibility, information or situational awareness where the Service Work is performed remotely, (2) software provided by the Customer; (2) monitoring, digital and/or cybersecurity-related systems other than those provided by the Contractor; or (3) improper service work, installation or alterations carried out by the Customer on any monitoring, digital and/or cybersecurity-related systems. Improper service work includes any act or omission which contradicts the recommendations regarding maintenance, configuration or operation issued by the supplier or manufacturer of the system resulting in detrimental reliability or increased possibility of failure.

8. INSURANCE

Each of the Contractor, the Customer, and any subcontractor of the Customer providing Primary Service Technician(s) to the Customer, shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel and cover its general liability.

Each party shall obtain a waiver of all rights of recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either of the parties' insurers.

9. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS

9.1 Neither the Contractor nor the Customer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by, or arising from an event of force majeure ("Force Majeure"). Force Majeure means any events or circumstances (whether foreseen or unforeseen) which are beyond the reasonable control of the party affected, and includes without limitation acts of God, wars whether declared or not, any events involving ammunitions of war, civil wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism, cyber incidents, any measures taken by public authorities in connection with threat of terrorism, embargos and import or export restrictions, acts of civil or military authorities, any lawful or unlawful restrictions and actions of any public authority or government, sanctions, boycotts, fire, flood, accidents, strikes, failure of a subcontractor or sub-supplier of the Contractor to provide manpower, materials or goods caused by an event that qualifies under this Clause 9.1, shortage of transportation, the imposition of transport restrictions or customs clearance problems, epidemics, unusually severe weather affecting either party, or causes beyond their control.

9.2 Once a party is aware that its performance under the Contract is affected by Force Majeure, the affected party shall, without undue delay, give written notice to the other party briefly setting out relevant details of the delay.

9.3 If the Service Work cannot be commenced as agreed or is interrupted due to reasons of Force Majeure or for other reasons not attributable to the Contractor, the costs for maintaining personnel at or near the work site (including, without limitation, wages and lodging) will be borne by the Customer. If the interruption continues for more than one week, the Contractor may, at its own discretion, withdraw such personnel to their home location or another reasonable location. All expenses in relation to such withdrawal and/or subsequent return shall be borne by the Customer. All reasonable additional costs incurred by the Contractor because of the suspension and any subsequent resumption or completion of the Service Work shall be reimbursed by the Customer.

9.4 If the period of suspension exceeds two (2) months, either party may terminate the Contract by three (3) days' notice in writing to the other party without prejudice to the rights of either party up to the date of termination. Any termination because of Force Majeure shall not affect a party's right to receive payment in respect of all costs incurred, as at the date of the termination notice, in pursuit of its obligations.

10. SECURITY AGREEMENT

To the extent permitted by law, the Customer hereby grants to the Contractor a lien on and a continuing security interest, and when applicable a maritime lien for necessaries, in and to all equipment, parts and components upon which the Service Work is performed and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Service Work. The Customer hereby waives all claims, defences, and causes of action that the Customer may have in connection with the exercise of any such lien rights by the Contractor.

11. THE CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS

The Customer shall comply with all laws, rules, and regulations applicable to the performance of the Service Work. The Customer shall provide or secure for the Contractor, at no cost, all the following facilities, rights and services which must be in English or another language acceptable to the Contractor's personnel, and of sufficient type, quality and/or quantity for the Contractor's performance of the Service Work, unless otherwise agreed to in writing by the parties:

11.1 Ancillary manpower equipped with appropriate tools (such as drills and hand lamps), heavy duty hoisting and transport facilities along with the necessary fuel, lubricants, water, electricity, compressed air and cleaning facilities for the Contractor's performance of the Service Work;

11.2 Heated and/or air-conditioned facilities with available drinking water for the Contractor's personnel near the work site as follows:

(a) service storage sheds with locks, equipped with shelves and bins for tools, equipment and supplies of the Contractor's personnel;
(b) changing rooms, provided with locks, toilet and washing facilities for the use of the Contractor's personnel; and
(c) furnished offices with locks, equipped with telephones, facsimile, internet, and other communication requirements of the Contractor's personnel.

11.3 Heated and/or air-conditioned boarding and lodging facilities for the Contractor's personnel that must:

(a) be safe, secure, clean, and free of health risks;
(b) have a satisfactory level of comfort and privacy, allowing for a good rest;
(c) have a toilet and shower, with privacy, located near the cabin or the lodging facility;
(d) have freedom to access leisure or social activities after work;
(e) have access to internet;
(f) lodge a maximum of 2 persons per cabin or room, without "Hot bedding", and clean laundry provided at regular intervals; and
(g) have choice of hot meal.

11.4 Assistance requested by the Contractor with the customs formalities required for the import and export of the Customer's parts and the Contractor's equipment and tools, free of all duties and taxes.

11.5 Assistance to ensure that the Contractor's personnel obtain visas and any other official entry, exit, residence, working, or activity-specific permits (e.g. diving permits) that may be required by the authorities or commercial entities controlling the work site, including to secure free ingress to and egress from the work site and freedom to carry out the Service Work.

11.6 Information concerning: (i) the local laws and regulations applicable to the Service Work; (ii) any dangerous conditions or unusual risks that may be encountered in the Customer's country, at the work site or in the use of any equipment or tools provided by the Customer; and any information about specific conditions, including weather and ocean conditions, at the work site that the Contractor may reasonably request.

11.7 Additional safety or accommodation measures reasonably requested by the Contractor, as may be specified in bulletins or minimum work site safety and accommodation requirements for its personnel published by the Contractor from time to time.

11.8 Any reasonable assistance from the Customer's employees and subcontractors as needed for the Contractor to perform its Service Work.

11.9 The right to access the location where the Service Work will be performed, including securing such right from third parties if the premises are owned or controlled by a third party (such as a shipyard), without the need for

the Contractor to undertake any additional obligations or liabilities beyond this Contract as a precondition to access.

11.10 In the event the Customer is unable or unwilling to provide a facility, right or service specified in this Clause 11, the Contractor may, at its option, terminate or suspend the Contract without liability to the Customer, or itself secure such facility or service at the expense of the Customer.

12. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

12.1 The Customer shall adhere to the Contractor's then-current Safety and Well-Being Pledge, which is available at https://www.wartsila.com/general-terms-conditions.The Contractor may support with any remediations needed to bring the Customer into compliance with the Safety and Well-Being Pledge as additional Service Work, and the Customer shall pay for such additional Service Work that it requests the Contractor to perform.

12.2 If, in the Contractor's reasonable opinion, the health, safety, welfare or security of personnel or the work site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to hazardous materials or unsafe working conditions or environment (whether or not specific to the site), the Contractor and its representatives have the same responsibility and authority as the Customer to stop the Service Work. The Contractor may, in addition to other rights or remedies available to it, (i) evacuate some or all its personnel from the work site, (ii) suspend performance of all or any part of the Contract, and/or (iii) remotely perform or supervise the Service Work. Any such occurrence shall be considered an excusable event without any liability to the Contractor. The Customer shall reasonably assist in any such evacuation. All reasonable additional costs incurred by the Contractor because of the suspension and any subsequent resumption or completion of the Service Work shall be reimbursed by the Customer.

12.3 Operation of the Customer's equipment is the responsibility of the Customer. The Customer shall ensure sufficient safety measures and procedures are followed, when implementing the Contractor's instructions or advice.

12.4 The Contractor has no responsibility or liability for the pre-existing condition of the Customer's equipment or the work site.

12.5 The Customer shall disclose to the Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect the Contractor's work or personnel at the work site. The Customer shall immediately inform the Contractor of changes in any such conditions.

12.6 The Customer represents and warrants to the Contractor and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to the Contractor's representative in connection with the Service Work rendered in connection with this Contract and all products and equipment serviced or otherwise worked on by the Contractor's representatives in connection with this Contract, shall at all times be safe, suitable and sufficient for the designated tasks, free of Hazardous Materials and/or contaminated substances, risks of infectious disease or outbreak of illness, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of the Contractor's representatives. If the Customer is in breach of any such representation, warranty or covenant, the Contractor may immediately cease performance under this Contract and the Customer shall be liable for the full amount of the fees due under this Contract for all services provided through the date of such termination.

12.7 The Contractor shall notify the Customer if the Contractor becomes aware of: (i) conditions at the work site differing materially from those disclosed by the Customer; or (ii) previously unknown physical conditions at work site differing materially from those ordinarily encountered and generally recognized as inherent in Service Work of the character provided for in the Contract; (iii) changes in conditions, such as metocean or meteorological conditions, that would render it unsafe to continue the Service Work; or (iv) the work assignment extending beyond the acceptable daily limit (as detailed in the Safety and Well-Being Pledge) or the applicable legal limit of work hours, whichever is shorter, in a single work shift. If any such conditions cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Service Work under the Contract, an equitable adjustment in price and schedule and the Contractor's rest cycle shall be made.

12.8 If the Contractor encounters Hazardous Materials in the Customer's equipment or at the work site that require special handling or disposal, the Contractor is not obligated to continue Service Work affected by the hazardous conditions. In such an event, the Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that the Contractor's Service Work under the Contract may safely proceed, and the Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in the Contractor's cost of, or time required for, performance of any part of the Service Work. The Customer shall properly store, transport, and dispose of all Hazardous Materials introduced, produced, or generated during the Contractor's Service Work at the work site. The Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all Hazardous Materials and/or contaminated substances, elements or waste of any kind as defined by applicable laws and regulations or applicable to the Service Work supplied.

12.9 The Customer shall indemnify the Contractor for any and all claims, damages, losses, fines, penalties and expenses arising out of or relating to any unsafe working conditions, hazardous conditions, Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations which are or were: (i) present in or about the Customer's equipment or the work site prior to the commencement of the Contractor's Service Work; (ii) improperly handled or disposed of by the Customer or the Customer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on the work site by parties other than the Contractor.

13. PARTS NOT SUPPLIED BY WARTSILA

13.1 The Contractor may inspect the Customer equipment and parts before or during the performance of the Service Work to identify the presence of parts other than those supplied by the Contractor.

13.2 If parts other than those supplied by the Contractor are discovered during the inspection or in the course of performing the Service Work, the Contractor may: (i) immediately cease all work on or using the affected equipment and/or part(s); (ii) require the Customer to provide clear and sufficient evidence that the parts were manufactured in accordance with industry-standard quality assurance processes (e.g. ISO 9001:2015 certification) and, if applicable, comply with emission regulations such as the NOx emission standards under Marpol Annex VI Regulation 13; and/or (iii) with no liability to the Contractor, terminate the Contract or suspend the Contract until such parts are replaced with Wärtsilä parts.

13.3 If the Customer fails to provide the evidence described in Section 13.2(ii) the Contractor may, without liability: (i) refuse to perform any further work on or using the affected equipment and/or parts, and (ii) suspend or terminate the Contract.

13.4 The Customer agrees to fully cooperate with the Contractor in identifying the parts other than those supplied by the Contractor, as well as their origin.

14. CYBERSECURITY PROTECTION

14.1 Unless otherwise agreed, upon delivery of any equipment provided by the Contractor, the Customer shall be solely responsible for system integrations and/or system security engineering for any equipment not provided by the Contractor. It is the Customer's sole responsibility to protect the equipment and its logic-bearing system components (e.g. hardware, firmware, and software hereinafter referred to as the "Critical Components") from any External Cybersecurity Threat or Internal Cybersecurity Threat, including against hardware and software vulnerabilities. In recognition of the foregoing, the Customer agrees and covenants that it shall use the degree of care appropriate to prevent unauthorized access, use, or hacking of the Critical Components provided in connection with any equipment provided by the Contractor and shall do so in a manner that is no less rigorous than any recommendations provided by the Contractor and accepted industry practices. The Contractor is not liable for cyber incidents or breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information within the Customer´s Information Technology (IT) or Operational Technology (OT) systems. If either party becomes aware of any IT or OT security breach or cyber incident that impacts either party's ability to perform its duties relevant to the scope of work under the Contract, that party shall notify the other party without undue delay.

14.2 "External Cybersecurity Threat" is any threat, act, attack, or other incident which negatively affects the reliable workings of any equipment provided by the Contractor, which originated outside of the physical site housing such equipment.

14.3 "Internal Cybersecurity Threat" is any threat, act, attack, or other incident which negatively affects the reliable workings of any equipment provided by the Contractor, which originated inside of the physical site housing such equipment.

15. DUTIES, TAXES AND FEES

Notwithstanding anything to the contrary, the Customer shall pay all duties, tariffs, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society (collectively, "Taxes, Duties & Fees"). Moreover, notwithstanding the delivery terms, any increases in Taxes, Duties & Fees that occur after the date the Contractor's offer shall be paid by the Customer. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by the Customer.

16. EXPORT CONTROLS AND TRADE SANCTIONS

16.1 The parties agree that the Service Work shall be provided subject to all applicable export controls, sanctions or restrictions imposed on services and goods by any country or organization or nation which are enforceable in the jurisdiction of the Contractor, its affiliates or parent company, including the Contractor's country, the United Nations, the European Union, and the United States of America. The Customer acknowledges that the Service Work, any parts, or components, and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted, or transferred, directly or indirectly, contrary to such controls, sanctions, or restrictions. The Customer shall comply with the sanctions detailed in the Wärtsilä Supplemental Export Control and Sanctions Annex available at https://www.wartsila.com/general-terms-conditions, and warrants not to place the Contractor in a situation where it would be violating such sanctions.

16.2 Upon request by the Contractor, the Customer shall furnish the Contractor with all the relevant certificates relating to export control laws, regulations, sanctions, and restrictions.

16.3 The Contractor has no liability resulting from any delay, cancellation or amendment of the Service Work resulting from export controls, sanctions, or other applicable restrictive measures.

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17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 The Contract shall be governed by and interpreted in accordance with the laws in force at the registered office of the Contractor, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.

17.2 Nothing contained in this Clause 17 shall preclude the Contractor from bringing legal action or proceeding against the Customer for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where the Customer or any of its property or assets may be found or located, and the Customer hereby irrevocably submits to the jurisdiction of any such court.

17.3 Any and all claims by the Customer for an alleged negligent act, error, or omission by the Contractor in relation with these Conditions or the Service Work shall be presented by Customer to the Contractor in writing, immediately upon discovery by the Customer or as soon as is reasonably practicable and in no event later than fourteen (14) Days thereafter. The liability of the Contractor shall in all cases expire twelve (12) Months after completion of Service Work or termination of the Conditions, whichever occurs earlier.

18. DATA PROTECTION

The Contractor's personal data processing activities are set out in the Contractor's Privacy Notice which is available at: https://www.wartsila.com/legal-privacy/privacy and incorporated herein by reference. The parties agree that in relation to any personal data shared between them, unless otherwise provided in the General Data Protection Regulation (EU 2016/679) ("GDPR"), or agreed between the parties, both are acting as data controllers as described in GDPR.

19. ENTIRE AGREEMENT

These Conditions, along with any additional terms, annexes or addendums referenced in these Conditions, referenced in the Contractor's offer or order acknowledgement, or mutually agreed in the Contract contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The sale of any parts purchased from the Contractor by the Customer shall be in accordance with the Contractor's General Terms and Conditions – Parts (latest version then in effect). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties, or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.

WÄRTSILÄ

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WÄRTSILÄ'S QUALITY, ENVIRONMENTAL, HEALTH AND SAFETY POLICY

Wärtsilä is a global leader in smart technologies and complete lifecycle solutions for the marine and energy markets.

Protecting the environment, enhancing customer business, and contributing to a sustainable future is the essence of what we do. Our solutions and operations are safe, reliable, efficient, environmentally sound, and compliant with regulatory and other applicable requirements.

We give the highest priority to preventing occupational injuries and illnesses by assuring safe and healthy workplaces in all of our business operations, and we authorise work to be stopped if conditions are considered unsafe, or if quality is being compromised.

We set objectives and continually improve our QEHS performance. We actively eliminate defects and hazards, and reduce QEHS associated risks.

We communicate and consult with employees and other relevant stakeholders to ensure that our QEHS practices are enforced and constantly improved.

Our skilled organization acts as a responsible global citizen.

Approved by Wärtsilä Board of Management 15.04.2021



Håkan Agnevall

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Quotation

Wärtsilä North America, Inc.

Sold-to address
City of Denton
1659 Spencer Road
Denton TX 76205

Date 2025-09-02, 06:07 pm (UTC)
Print out date 2025-09-08, 07:13 pm (UTC)
Quotation number 301155912
Installation
DENTON ENERGY CENTER

Our contact person **Phone**
Syeda Pealy +1 905-550-9807
SYEDA.N.PEALY@WARTSILA.COM
Your contact person
Arthur Pando
Your reference
09022025
Your order date
2025-09-02
End customer reference
09022025
Mode of delivery
AIRFREIGHT
Terms of delivery
DDP Denton Incoterms 2020
Customer number
92018
VAT Number

Shipping address
Denton Energy Center
C/O Wärtsilä North America, Inc
8161 Jim Christal Road
Denton TX 76207

Notify address
syeda.n.pealy@wartsila.com ;

Terms of payment
30 Days Net
Quotation valid to 2025-10-08

DENTON ENERGY CENTER

This transaction shall be governed solely by the Parties# Master Services Agreement by and between the City of Denton and Wartsila North America, Inc. as effective July 16th, 2019 without reference to any other terms except as explicitly contemplated therein.

Original Wärtsilä spare parts comply with the latest specifications and prolong the life cycle of the installation. Correct version number for your specific product is mentioned after the Part no..

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total

Subject to prior sales. Availability is given according to current availability, lead times and on FCA basis. In case of urgency availability can be rechecked upon requests. The price is for the given quantity.

Continued on page 2

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Quotation

Wärtsilä North America, Inc.

Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000100	507982	Electronic unit					
	PAAE244645	W18V50	2.200/ 11.000 KG	5	PC	6.971,30 USD	34.856,50
		IN STOCK		5	PC		
	RO/85371091						
	Kindly inform about the required location for this module while ordering for proper tuning. In case of missing instructions parts will be tuned as CCM20-A1. Can be used in every Ax or Bx side of the engine.						
Delivered from:		Kampen, Netherlands					
000200	5021131	ELECTRONIC MODULE ESM					
	PAAE244645	W18V50	2.220/ 11.100 KG	5	PC	4.077,26 USD	20.386,30
		IN STOCK		5	PC		
	DE/85371091						
	This material is no longer available, ESM-21 needs to be taken instead as quoted. ESM-21 requires new supervision resistors so please take also 4 pcs of resistors (item 1700) and 8 pcs of fixing screws (item 1800) per ESM-21 as quoted.						
Delivered from:		Kampen, Netherlands					
000300	502965	Main control unit					
	PAAE244645	W18V50	1.870/ 9.350 KG	5	PC	6.661,51 USD	33.307,55
		IN STOCK		5	PC		
	RO/85371098						
	Please inform the position (main or 11-2) during ordering. In case of missing instructions parts will be tuned as MCM11 Main.						
Delivered from:		Kampen, Netherlands					

Continued on page 3

Wärtsilä North America, Inc.
11710 North Gessner Road, Suite A
Houston, TX 77064
Tel. +1 281 233 6200
Fax +1 281 233 6233
www.wartsila.com

Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford and Juneau

Wire Transfer Information (USD):
Nordea Bank AB (publ), NY Branch
1211 Avenue of the Americas
New York, NY 10036
Account No. 7049163001
ABA No. 026010786
Swift No. NDEAUS3N

Lock Box Information
Wartsila North America, Inc.
Lockbox # 892450
Dept 2450
P.O. Box 122450
Dallas, TX 75312-2450

Bank: Nordea Bank Abp
Bank code no.: 026010786
Wire Transfer Information (EUR):
Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

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Quotation

Wärtsilä North America, Inc.

Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000400	502978	Power distribution module					
	PAAE244645	W18V50	4.100/ 12.300 KG	3	PC	5.526,03 USD	16.578,09
		IN STOCK		3	PC		
	TN/85371098						
Delivered from:		Kampen, Netherlands					
000500	504300(0002)	Ignition module					
	PAAE244645	W18V50	3.450/ 13.800 KG	4	PC	5.542,33 USD	22.169,32
		IN STOCK		4	PC		
	US/85119000						
	Improved design, better capability to withstand vibrations. See bulletin WS23P409						
Delivered from:		Kampen, Netherlands					
000600	164010	Gas valve					
	PAAE244645	W18V50	7.145/ 214.350 KG	30	PC	10.201,90 USD	306.057,00
		IN STOCK		30	PC		
	US/84099100						
Delivered from:		Kampen, Netherlands					
000700	164006	O-ring					
	PAAE244645	W18V50	0.009/ 0.810 KG	90	PC	8,85 USD	796,50
		IN STOCK		90	PC		
	IT/39269097						
Delivered from:		Kampen, Netherlands					

Continued on page 4

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Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000800	164004	O-ring					
	PAAE244645	W18V50	0.004/ 0.120 KG	30	PC	4,19 USD	125,70
		IN STOCK		30	PC		
	IT/39269097						
Delivered from:		Kampen, Netherlands					
000900	5063376	Cylinder pressure sensor					
	PAAE244645	W18V50	0.302/ 9.060 KG	30	PC	3.906,07 USD	117.182,10
		IN STOCK		30	PC		
	CH/90269000						
Delivered from:		Kampen, Netherlands					
001000	5064179	Plug					
	PAAE244645	W18V50	0.050/ 2.500 KG	50	PC	23,87 USD	1.193,50
		IN STOCK		50	PC		
	IT/40161000						
Delivered from:		Kampen, Netherlands					
001100	124011	Hose gasket					
	PAAE244645	W18V50	0.059/ 2.360 KG	40	PC	29,23 USD	1.169,20
		IN STOCK		40	PC		
	IT/40169300						
Delivered from:		Kampen, Netherlands					

Continued on page 5

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Quotation

Wärtsilä North America, Inc.

Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
001200	504301	SPARE PART KIT FOR IGNITION COIL					
	PAAE244645	W18V50	0.031/ 1.550 KG	50	PC	78,03 USD	3.901,50
		IN STOCK		50	PC		
	US/85119000						
	Comment: PAAE130913 SERVICE KIT FOR IGNITION COIL						
Delivered from:		Kampen, Netherlands					
001300	504295	Coil on plug extension					
	PAAE244645	W18V50	0.830/ 16.600 KG	20	PC	433,23 USD	8.664,60
		IN STOCK		20	PC		
	US/85113000						
Delivered from:		Kampen, Netherlands					
001400	124044	Sealing ring					
	PAAE244645	W18V50	1.100/ 33.000 KG	30	PC	216,03 USD	6.480,90
		IN STOCK		30	PC		
	IT/84841000						
Delivered from:		Kampen, Netherlands					
001500	120070	SEALING SET					
	PAAE244645	W18V50	0.847/ 25.410 KG	30	PC	592,78 USD	17.783,40
		IN STOCK		30	PC		
	IT/40169300						
	The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.						
Delivered from:		Kampen, Netherlands					

Continued on page 6

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Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford and Juneau

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Quotation

Wärtsilä North America, Inc.

Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
001600	148097	Camshaft piece					
	PAAE244645	W18V50	150.000 KG	1	PC	13.596,71 USD	13.596,71
		12 WEEKS		1	PC		
	FI/84831095						
	The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.						
Delivered from:		Kampen, Netherlands					
001700		RESISTOR					
	PAAE244645	W18V50	0.072/ 1.440 KG	20	PC	97,83 USD	1.956,60
		IN STOCK		20	PC		
	FI/85332900						
Delivered from:		Kampen, Netherlands					
001800		S-TAPPING SCREW S-TAPPING SCREW					
	PAAE244645	W18V50	0.001/ 0.040 KG	40	PC	2,33 USD	93,20
		IN STOCK		40	PC		
	TW/73181595						
Delivered from:		Kampen, Netherlands					
001900	200378	Bellows					
	PAAE244645	W18V50	10.000/ 400.000 KG	40	PC	3.074,54 USD	122.981,60
		IN STOCK		2	PC		
		9 WEEKS		38	PC		
		9 WEEKS		40	PC		
	DK/83071000						
		Please note. Currently 0 piece(s) is available for supply within 2 weeks after placed purchase order. Subject to prior sales.					
Delivered from:		Kampen, Netherlands					

Continued on page 7

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Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
002000	200340	Sealing ring					
	PAAE244645	W18V50	0.050/ 4.000 KG	80	PC	52,64 USD	4.211,20
		IN STOCK		80	PC		
	IT/84841000						
Delivered from:		Kampen, Netherlands					
002100	CV-S-I-LW DN 1400	RUPTURE DISC					
	PAAE244645	W18V50	100.000/ 800.000 KG	8	PC	3.661,50 USD	29.292,00
		IN STOCK		6	PC		
		2 WEEKS		1	PC		
		8 WEEKS		1	PC		
		8 WEEKS		8	PC		
	BE/73269098						
Delivered from:		Kampen, Netherlands					
002200	124141	Spark plug					
	PAAE244645	W18V50	0.120/ 24.000 KG	200	PC	203,81 USD	40.762,00
		IN STOCK		200	PC		
	JP/85111000						
Delivered from:		Kampen, Netherlands					
002300	141037	Valve tappet, complete					
	PAAE244645	W18V50	26.000 KG	1	PC	3.763,99 USD	3.763,99
		IN STOCK		1	PC		
	FI/84819000						
Delivered from:		Kampen, Netherlands					

Continued on page 8

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Wärtsilä North America, Inc.

Date 2025-09-02
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Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
002400	156141	Converter					
	PAAE244645	W18V50	1.550/ 12.400 KG	8	PC	5.719,35 USD	45.754,80
		IN STOCK		8	PC		
	US/90328900						
Delivered from:		Kampen, Netherlands					
002500	5061543	Antenna					
	PAAE244645	W18V50	0.147/ 1.176 KG	8	PC	737,77 USD	5.902,16
		IN STOCK		8	PC		
	NO/90259000						
Delivered from:		Kampen, Netherlands					
002600	5061544	Sensor					
	PAAE244645	W18V50	0.093/ 0.651 KG	7	PC	1.930,91 USD	13.516,37
		IN STOCK		7	PC		
	NO/90259000						
Delivered from:		Kampen, Netherlands					

Goods total	**872.482,79**
Freight cost	**11.436,37**
DDP-HUB/ U.S. Duties	**148.322,08**
	0,00
Total amount	**USD 1.032.241,24**

Validity of this quotation is subject to the full payment of all the overdue invoices and approved credit review by Wärtsilä
EU HS and Origin codes might be preliminary and could be subject to change.

Yours faithfully,

Wärtsilä North America, Inc.

Continued on page 9

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Wärtsilä North America, Inc.

Quotation

Date	2025-09-02
Quotation number	301155912

For Parts and Services: If not otherwise stated in this document, the latest Wärtsilä General Terms and Conditions Parts and/or the latest Wärtsilä General Terms and Conditions Services are applied. These General Terms and Conditions are available on the web http://www.wartsila.com/general-terms-conditions. Purchaser#s (General) Terms and Conditions are hereby expressly excluded as are any other (General) Terms and Conditions not explicitly mentioned or referred to in this document. Interest will accrue from the invoice due date at the rate stated in Wärtsilä GTC, unless otherwise defined in the Contract between the Customer and the Wärtsilä Company. A surcharge shall be added in case an order value is lower than the minimum order value of 200 EUR or equivalent currency value excluding freight. Possible claims regarding invoices must be made within 14 days after the date of invoice. Wärtsilä uses data gathered from equipment and software to improve and develop our products and services.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, RATIFYING THE EXPENDITURE OF FUNDS BY THE CITY MANAGER, FOR THE EMERGENCY PURCHASE OF ENGINE SPARE PARTS AND SERVICE WORK FOR THE DENTON ENERGY CENTER; AND PROVIDING AN EFFECTIVE DATE (FILE 8937 – AWARDED TO WÄRTSILÄ NORTH AMERICA, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,076,678.24).

WHEREAS, state law and city policy requires that certain contracts requiring an expenditure or payment by the city in an amount exceeding $50,000 be by competitive bids, except in the case of public calamity where it becomes necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or in case of unforeseen damage to public property, machinery, or equipment, or where the procurement is necessary to preserve or protect the public health or safety of the city's residents under Section 252 of the Local Government Code; and

WHEREAS, the City Manager has recommended to the City Council that it is necessary to ratify the purchase of goods or services due to the following emergency conditions outlined in the memorandum referenced herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby determines that there is a public calamity that makes it necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or to provide for unforeseen damage to public property, machinery, or equipment, or to preserve or protect the public health or safety of the city's residents, and by reason thereof, the following emergency purchases of materials, equipment, supplies, or services, as described in the "Declaration of Emergency Memorandum" referenced herein and on file in the office of the Purchasing Agent, are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
8937	Wärtsilä North America, Inc.	$1,076,678.24

SECTION 2. Because of such emergency, the City Manager, or a designated employee, is hereby authorized to purchase the materials, equipment, supplies, or services as described in the Memorandum on file in the office of the Purchasing Agent, and to make payment therefore in the amounts therein stated. Such emergency purchases, being in accordance with the provisions of state law, exempt such purchases by the city from the requirements of competitive bids.

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

SECTION 4. 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:	_____	_____	_____	_____
Suzi Rumohr, 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: October 13, 2025

SUBJECT

Consider recommending adoption of an ordinance approving a Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of eligible costs incurred in the adjustment, removal, and relocation of City facilities of both Water and Wastewater Utilities along FM 1515 from Bonnie Brae St to Masch Branch Road more specifically called TxDOT Projects Construction CSJ# 0191-01-011 and ROW CSJ#0191-01-012 ("Utility Relocations Projects within the County and City of Denton, Texas; authorizing the City Manager to execute and deliver the Standard Utility Agreement No.: U00023607; providing for the expenditure of funds in an amount not to exceed $5,419,747.05 for Water and Wastewater Utility Relocation efforts; and providing an effective date.

BACKGROUND

The Texas Department of Transportation (TxDOT) will begin widening FM 1515 (Airport Road) in early 2026. To prepare for this work, the City of Denton will relocate water and wastewater utilities as part of the FM 1515 Utility Relocation Project.

This includes installing approximately 7,000 feet of water pipeline along FM 1515 within TxDOT's right-of-way and within designated utility easements. The project also includes installing approximately 200 feet of steel casing under FM 1515 to allow the utilities to cross safely. All the work under FM 1515 and its access roads will be done using trenchless methods to reduce disruption to roads and traffic.

The relocation project is expected to take about 180 days. Since the utility work is required to make room for the FM 1515 expansion, TxDOT will reimburse the City for $23,567.77 of the project's value, contingent upon the approval of this Standard Utility Agreement.

The $5,396,179.28 difference between the previously approved construction contract and this Standard Utility Agreement is cost of easements, staff time, and due to the betterment of existing facilities to effectively provide service to growing developments in the area.

RECOMMENDATION

Staff recommends approval of the ordinance.

ESTIMATED SCHEDULE OF PROJECT

The City's FM 1515 Utility Relocation Project is anticipated to begin construction in October 2025 and

be complete in April 2026.

FISCAL INFORMATION

The City's financial obligation of $4,897,742.55 for the construction of FM 1515 Utility Relocation Project was approved on August 25, 2025 (Ordinance 25-1499). The funding will be from accounts 640529545.1365.401000, 630573517.1365.40100, and 630511523.1365.401000.

The project is providing a betterment to city infrastructure and due to that betterment. A reimbursement deduction of $5,396,179.28 will be applied; leaving the city's net reimbursement as $23,567.77.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Standard Utility Agreements
Exhibit 3 – Presentation

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Shawn Messick, 940-349-8390.

Legal point of contact: Marcella Lunn at 940-349-8339.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON ("CITY") AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE REIMBURSEMENT OF ELIGIBLE COSTS INCURRED IN THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG FM 1515 FROM BONNIE BRAE ST TO MASCH BRANCH ROAD MORE SPECIFICALLY CALLED TXDOT PROJECTS CONSTRUCTION CSJ# 0191-01-011 AND ROW CSJ#0191-01-012 ("UTILITY RELOCATIONS PROJECT, WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER THE STANDARD UTILITY AGREEMENT NO. : U00023607; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $5,419,747.05 FOR WATER AND WASTEWATER UTILITY RELOCATION EFFORTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TxDOT has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated for the FM 1515 from Bonnie Brae St to Masch Branch Road ("Utility Relocation Project"); and

WHEREAS, TxDOT has expanded their right-of-way along FM 1515's corridor within the Denton city limits in anticipation of TxDOT's Widening project with a current project letting schedule of early 2026; and

WHEREAS, the proposed Utility Relocation Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the City as indicated in the following statement of work:

1) Water Line: Install approximately 6,823 LF of 16" PVC, 83 LF of 12" PVC, and 116 LF of 8" PVC.
2) Wastewater: Install approximately 244 LF of 15" and 100 LF of 12"; and

WHEREAS, the City of Denton is responsible for relocating the City's utilities currently located within the recently acquired TxDOT right-of-way; and

WHEREAS, in an effort to meet TxDOT's anticipated roadway construction schedule, the City's Utility Relocation Project will relocate both water and wastewater utilities conflicts out of TxDOT's proposed roadway alignment between Bonnie Brea and Masch Branch Road; and

WHEREAS, TxDOT will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation; and

WHEREAS, TxDOT, upon receipt of evidence it deems sufficient, acknowledges the City's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work; and

WHEREAS, TxDOT will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for State reimbursement; and

WHEREAS, The City of Denton is responsible for the minimum required water main relocations which should be fully reimbursable in accordance with TxDOT ROW Utilities Manual, and Texas Administrative Code Title 43, Chapter 21; and

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager is authorized to expend funds in an amount not to exceed Five million, Four Hundred Ninety Thousand, Seven Hundred Forty-Seven Dollars and 05/100 ($5,419,747.05) for the FM 1515 from Bonnie Brae to Masch Branch Road Utility Relocation Project in the City and County of Denton.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Water and Wastewater Standard Utility Agreement No. U00023607, a copy of which is attached hereto as Exhibits " A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

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

[Signatures to appear on the following page]

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, 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:
INGRID REX, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Benjamin N. Samples, II

Exhibit A

(Standard Utility Agreement U00018749)

Standard Utility Agreement

U Number: **N/A** Utility ID: **U00023607**

District: Dallas
ROW Project ID (TxC): R00006053
ROW CSJ: 1951-01-012
Construction CSJ: 1951-01-011
Highway Project Letting Date: 12/2026 RTL

County: Denton
Highway: FM 1515
From: Masch Branch Rd

To: Bonnie Brea St

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, (**"State**"), and City of Denton, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: CSJ 011 Water Line: Install approximately 6,823 LF of 16" PVC, 83 LF of 12" PVC, and 116 LF of 8" PVC. CSJ 011 Wastewater Line: Install approximately 244 LF of 15" and 100 LF of 12" ; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical

work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, if the approved accounting method is a lump sum, the **State** agrees to pay the **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment “A”);
- Accounting Method (Attachment “B”);
- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Denton
Name of Utility

By:
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

Date:

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:
District Engineer (or designee)

Date:

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

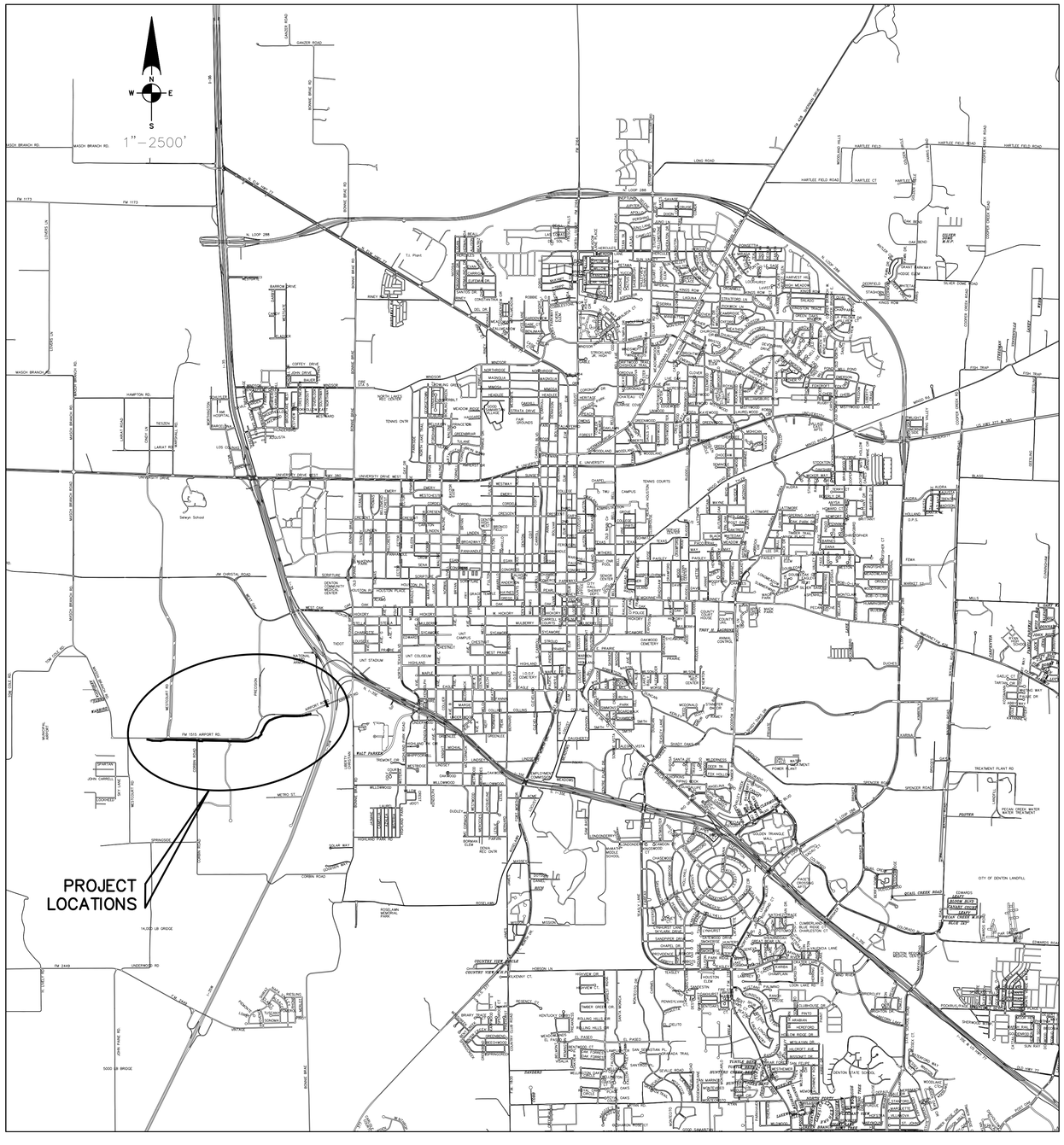
☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Type text here



FM 1515 UTILITY RELOCATIONS

UTILITIES RELOCATIONS
WATER, SANITARY SEWER

PROJECT # 630511523.
CSJ: 1951-01-011
RCSJ: 1951-01-012
U00023607
NOVEMBER , 2024

CITY of DENTON

CITY OF DENTON

ENGINEERING SERVICES

SHEET LIST

1	COVER SHEET
2	GENERAL NOTES
3	QUANTITY SUMMARY
4	EROSION CONTROL NARRATIVE
5-11	EROSION CONTROL SHEETS
12-13	TRAFFIC CONTROL NARRATIVE
14	PROJECT LAYOUT SHEETS & CONTROL POINTS
15-21	16" MAIN WATERLINE PLAN AND PROFILE SHEETS
22-23	SANITARY SEWER CROSSING PLAN AND PROFILE SHEETS
24-28	WATERLINE CROSSING PLAN AND PROFILE SHEETS
29-37	STANDARD DETAILS

* THE DETAILS SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

JAMES E. WILDER , P.E. DATE: 11/27/2024

PROJECT NOTES:

GENERAL CONSTRUCTION NOTES:

1. GOVERNING SPECIFICATIONS REGARDING CONSTRUCTION AND MATERIALS FOR THIS PROJECT ARE CONTAINED WITHIN THE PROJECT MANUAL.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE FAMILIAR WITH THE PLANS, ALL NOTES, AND THE SPECIFICATIONS CONTAINED WITHIN THE BID DOCUMENTS. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY OF PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY OMISSIONS, DISCREPANCIES, OR DIMENSIONAL ERRORS PRIOR TO BEGINNING OR FABRICATING ANY WORK, OTHERWISE THE CORRECTIONS (AND ASSOCIATED COST) WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE LOCATION OF ALL UNDERGROUND PIPING, FRANCHISE UTILITIES AND OTHER UNDERGROUND STRUCTURES AND UTILITIES ARE BASED ON ORIGINAL CONSTRUCTION PLANS AND LIMITED FIELD SURVEY. THE CITY OF DENTON ASSUMES NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE FACILITIES OR TO SHOW THEM IN THEIR EXACT LOCATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL AFFECTED UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THE PLANS, TO VERIFY THE MATERIALS, LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OR PURCHASE OF MATERIAL AND TO PROVIDE ALL NECESSARY PIPE, FITTINGS AND APPURTENANCES TO MAKE ALL CONNECTIONS AS SHOWN IN THESE PLANS. SUCH VERIFICATION SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF THE PROJECT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
5. THE CONTRACTOR SHALL SAWCUT EXISTING CURB AND GUTTER, PAVEMENT, DRIVEWAYS, ALLEYS AND SIDEWALKS AT AREAS WHERE PAVEMENT OR CONCRETE IS TO BE REMOVED. SAWCUTS WILL BE CONSIDERED SUBSIDIARY TO THE PRICE BID FOR THE RESPECTIVE ITEM.
6. THE CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF AFFECTED PROPERTY OWNER) ANY TREES, SHRUBS, HEDGES, GUARDRAILS, FENCES, RETAINING WALLS, LANDSCAPING, BUILDINGS, WALKS, MAILBOXES, SPRINKLERS, ETC. IN OR NEAR PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/ OR REPLACEMENT. USE ORANGE CONSTRUCTION FENCE TO PROTECT TREES/SHRUBS TO REMAIN IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. THE CONTRACTOR SHALL MAKE NECESSARY PROVISION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICES, ALL OTHER UTILITIES, AND THE STRUCTURES BOTH ABOVE AND BELOW GROUND DURING CONSTRUCTION. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
8. NO TREES MAY BE REMOVED OUTSIDE THE PERMANENT EASEMENT WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE. THE CONTRACT AMOUNT WILL BE REDUCED BY $5,000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
9. THE PROPOSED IMPROVEMENTS AT TIMES WILL BE CONSTRUCTED CLOSE TO OTHER EXISTING UTILITIES AND STRUCTURES BOTH ABOVE AND BELOW GROUND. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, WATER LINES, TV CABLES, DRAINAGE PIPES, UTILITY SERVICES, AND ALL OTHER UTILITIES AND STRUCTURES BOTH ABOVE AND BELOW GROUND DURING CONSTRUCTION. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
10. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL, AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF THE CITY SO DIRECTS.
11. THE CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER TO VERIFY CONDITION OF EXISTING IRRIGATION STRUCTURES. ALL IRRIGATION STRUCTURES AFFECTED BY CONSTRUCTION WILL BE REPAIRED TO A CONDITION AS GOOD OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION WITH NO SEPARATE PAY ITEM.
12. ALL IMPROVEMENTS NOT SCHEDULED FOR REPLACEMENT DURING CONSTRUCTION WHICH ARE DAMAGED OR DESTROYED BY THE CONTRACTOR SHALL BE RESTORED TO EQUAL OR BETTER CONDITION BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY OF DENTON OR THE AFFECTED PROPERTY OWNER.
13. THE CONTRACTOR SHALL RESTORE ALL UNPAVED VEGETATED AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. UNPAVED AREAS SHALL BE RESTORED WITH A SEASONALLY APPROPRIATE SEED MIX. IN AREAS WHERE SEEDING FAILS TO REESTABLISH VEGETATION, SOLID SOD SHALL BE USED. CONTRACTOR IS EXPECTED TO MINIMIZE SOD REPLACEMENT BY LIMITING IMPACT TO EXISTING SODDED AREA.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
15. CONSTRUCTION STAKING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE CONSIDERED SUBSIDIARY TO THE BASE BID FOR THE PROJECT.
16. THE CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE ALL EXISTING ROADSIDE SIGNS IN OR NEAR THE PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/OR REPLACEMENT. THIS WORK WILL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
17. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL CONCRETE CURB AND GUTTER IN OR NEAR THE PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/OR REPLACEMENT.
18. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING SIDEWALK APPROACHES IN OR NEAR THE PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/OR REPLACEMENT.
19. PREPARING ROW/REMOVAL OF EXISTING ITEMS TO BE DONE ONLY IN AREAS WHERE WORK IS OCCURRING.
20. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL PROVIDE AS-BUILT PLANS IDENTIFYING ALL DEVIATIONS OR VARIATIONS OF ORIGINAL PLANS. THIS WORK WILL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
21. THE CONTRACTOR IS TO ENSURE THAT ALL CONSTRUCTION ACTIVITY IS CONTAINED WITHIN THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS.
22. THE CONTRACTOR'S PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
23. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENTS TO THE CITY. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF THE USE OF ADDITIONAL TEMPORARY EASEMENTS OR WORK CONDUCTED ON PRIVATE PROPERTY AND/OR OUTSIDE THE PROJECTS EXTENTS.
24. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE TERMS AND CONDITIONS SET FORTH IN TEMPORARY CONSTRUCTION EASEMENTS. UNLESS GRANTED BY THE PROPERTY OWNER, INGRESS AND EGRESS TO THE WORK SITE SHALL BE ONLY THROUGH THE TEMPORARY CONSTRUCTION EASEMENTS, EXISTING UTILITY EASEMENTS OR R.O.W. IN THE AREAS WHERE NO CONSTRUCTION EASEMENTS ARE AVAILABLE, CONTRACTOR SHALL LIMIT ACTIVITIES TO WITHIN THE EXISTING UTILITY EASEMENT OR ROW.
25. THE CONTRACTOR SHALL RECONSTRUCT IN PLACE AND WITH LIKE MATERIALS ANY DRIVES, ROADS, SIDEWALKS, IRRIGATION SYSTEMS, CULVERT PIPES, DRAINAGE DITCHES, FENCES, UTILITY SERVICES, OR OTHER FACILITIES WHICH ARE REMOVED OR DAMAGED DURING CONSTRUCTION. UTILITY SERVICES WHICH ARE CUT OR DAMAGED SHALL BE IMMEDIATELY REPAIRED.
26. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH RELOCATION OR TEMPORARY SUPPORT OF POWER POLES. THIS IS TRUE EVEN IF THE PLANS DO NOT SHOW THE POLES IN QUESTION.
27. EXCAVATION WITHIN 5 FEET OF AN EXISTING ELECTRIC POLE WILL REQUIRE POLE BRACING AND TRENCH SHORING. CONTACT DENTON MUNICIPAL ELECTRIC TO REQUEST POLE BRACING (940-349-7509). LEAD TIME FOR BRACING VARIES SO CONTRACTOR IS ADVISED TO CONTACT DME AT EARLIEST TIME POSSIBLE.
28. CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS OF TPDES GENERAL PERMIT NO. TXR150000 PART V.C AND PART VI WHICH GOVERN THE APPROPRIATE DISPOSAL PROCEDURES FOR CONCRETE TRUCK WASH OUT ON A CONSTRUCTION SITE.

UTILITY NOTES:

1. THE LOCATION OF ALL WATER, SANITARY SEWER, TELEPHONE, FIBER-OPTIC, GAS, ELECTRIC AND CABLE TELEVISION UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE AND HAVE BEEN DERIVED FROM PUBLIC RECORD DOCUMENTS BURIED UTILITY LINES AND INFRASTRUCTURE MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. ACCURATE LOCATIONS AND SIZES OF BURIED UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AFTER CONSULTATION WITH THE RESPECTIVE UTILITY OWNERS OR PROPERTY OWNERS.
2. THE CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSING CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO CONSTRUCTION OF ANY SUCH CROSSINGS.
3. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND AND OVERHEAD FACILITIES AND BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO THEM. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER AT ONCE OF ANY CONFLICTS WITH PROPOSED CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTACT 811 AND THE UTILITY COMPANIES, AS WELL AS ANY OTHER UTILITY COMPANY WITH UTILITY LINES ENCOUNTERED IN THE FIELD, WHETHER THE UTILITY LINES ARE SHOWN IN THE PLANS OR NOT, AT LEAST 48 HOURS PRIOR TO EXCAVATING.
5. THERE MAY HAVE BEEN UTILITY IMPROVEMENTS WITHIN THE PROJECT LIMITS AFTER SURVEY WAS COMPLETED. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE EXISTING UTILITY CONFLICTS NOT SHOWN ON THE PLANS.

EROSION CONTROL:

1. THE CONTRACTOR SHALL PREPARE, IMPLEMENT, AND MAINTAIN AN EROSION CONTROL PLAN AND THE ASSOCIATED EROSION CONTROL MEASURES IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THESE PLANS.
2. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE ALL AFFECTED AREAS TO ORIGINAL CONDITION.
3. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO THE PROJECT FREE OF MUD AND DEBRIS FROM THE CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY CLEAN STREETS AND CORRECT EROSION CONTROLS ON SITE TO PREVENT ADDITIONAL RELEASES OF MUD OR DELETERIOUS MATERIALS ONTO PUBLIC ROADWAYS OR PRIVATE PROPERTY.

HAULING EQUIPMENT:

1. THE USE OF RUBBER-TIRED EQUIPMENT WILL BE REQUIRED FOR MOVING DIRT OR OTHER MATERIALS ALONG OR ACROSS PAVED SURFACES. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS, ON OR ACROSS PAVEMENT, THEY SHALL PROTECT THE PAVEMENT FROM DAMAGE AS DIRECTED/APPROVED BY THE PROJECT MANAGER.
2. THROUGHOUT CONSTRUCTION OPERATIONS, THE CONTRACTOR WILL BE REQUIRED TO CONDUCT THEIR HAULING OPERATIONS IN A MANNER SUCH THAT VEHICLES WILL NOT HAUL OVER PREVIOUSLY RECOMPACTED SUBGRADE OR COMPACTED BASE MATERIAL EXCEPT IN SHORT SECTIONS FOR DUMPING MANIPULATIONS.

WATER AND SANITARY SEWER NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS IN WORKING ORDER AT ALL TIMES. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
2. THE CONTRACTOR SHALL BE LIABLE FOR DAMAGES TO BUSINESSES, HOMES, OR BASEMENTS FROM BACKUP WHICH MAY RESULT DURING THE INSTALLATION OF NEW SEWER PIPE. THE CONTRACTOR WILL BE ALLOWED TO OPEN CLEAN OUTS WHERE AVAILABLE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL CLEAN-UP ASSOCIATED WITH OPENING CLEAN OUTS AND FOR REPLACEMENT OF REMOVED CAPS.
3. THE CONTRACTOR SHALL FURNISH AND INSTALL PIPE DETECTION TAPE IN ACCORDANCE CITY OF DENTON SPECIFICATION 33 05 97.
4. VERTICAL OR HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND WATERLINES AT CROSSINGS MUST ADHERE TO TCEQ GUIDELINES FOUND IN TAC 290 OR 217.
5. VERTICAL OR HORIZONTAL SEPARATION BETWEEN SANITARY SEWER OR WATER AND STORM DRAIN LINES MUST BE AT A MINIMUM OF 2' UNLESS SPECIFIED IN THE PLANS.
6. THE CONTRACTOR SHALL PREPARE AND PRESENT A PLAN TO THE CITY ON HOW TIE-INS BETWEEN EXISTING LATERALS AND THE NEW SANITARY SEWER SHALL BE COORDINATED. NO EXISTING LATERAL LINES WILL BE ALLOWED TO REMAIN UNCONNECTED TO THE COLLECTION SYSTEM OVERNIGHT. TEMPORARY TIE-IN WORK SHALL BE SUBSIDIARY TO THE COST OF PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.
7. THE CONTRACTOR SHALL PREPARE AND PRESENT A PLAN ON HOW TO SUPPORT WATER, STORM DRAIN OR OTHER LINES THAT SPAN THE CONSTRUCTION TRENCH PRIOR TO BEGINNING ANY WORK OF THE PROJECT.
8. SERVICE LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR IS TO VERIFY ACTUAL LOCATION IN FIELD PRIOR TO INSTALLING NEW SERVICE LINES. NO PAYMENT SHALL BE MADE FOR REINSTALLATION OF SERVICE LINES DUE TO CONTRACTOR OVERSIGHT OF THIS NOTE.
9. EXISTING SERVICES MAY NOT MATCH TO SIZE OF NEW SERVICE LINES. CONTRACTOR SHALL SUPPLY CONNECTORS/ADAPTORS TO MAKE SERVICE SIZE TRANSITIONS AT NO ADDITIONAL COST.
10. EXISTING IN-SERVICE MANHOLES ARE TO BE PROTECTED DURING CONSTRUCTION. ANY DAMAGE TO IN-SERVICE MANHOLES CAUSED BY THE CONTRACTOR SHALL BE REMEDIED BY THE CONTRACTOR AT NO COST TO THE CITY.
11. MAXIMUM ALLOWABLE JOINT DEFLECTION IS 1° FOR WATER PIPE.
12. EXISTING AND PROPOSED WATER, SEWER, OR STORM DRAINAGE APPURTENANCES (I.E, VALVE STACKS, MANHOLE FRAMES, ETC.) LOCATED IN PROPOSED STREET RECONSTRUCTION ZONES SHALL BE ADJUSTED TO MATCH THE GRADE OF STREET. THESE ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL WORK AND NOT PAID FOR SEPARATELY.

TRAFFIC CONTROL AND SAFETY:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
2. THE CONTRACTOR WILL PROVIDE, CONSTRUCT, AND MAINTAIN BARRICADES AND SIGNS IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
3. THE CONTRACTOR SHALL KEEP THE ROADWAY CLEAN AND FREE OF DIRT OR OTHER MATERIALS. THE PROJECT MANAGER HAS THE RIGHT TO HALT CONSTRUCTION ACTIVITY UNTIL THE ROADWAY IS CLEANED TO THE SATISFACTION OF THE PROJECT MANAGER.
4. TRAFFIC MUST BE HANDLED THROUGHOUT THE PROJECT DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE PASSAGE FOR VEHICULAR AND PEDESTRIAN TRAFFIC WITH MINIMAL INCONVENIENCE TO THE PUBLIC, AS SHOWN IN THE PLANS OR AS DIRECTED/APPROVED BY THE PROJECT MANAGER.
5. DO NOT STORE ANY CONSTRUCTION MATERIAL OR EQUIPMENT AT ANY LOCATION THAT WILL CONSTITUTE A HAZARD AND WILL ENDANGER TRAFFIC.
6. THE CONTRACTOR WILL PROVIDE THREE (3) WEEKS ADVANCE NOTIFICATION TO THE CITY OF IMPENDING/UPCOMING CLOSURES FOR ALL TEMPORARY AND/OR PERMANENT VEHICULAR, BIKE OR PEDESTRIAN LANE, RAMP, CONNECTOR, FRONTAGE, SHOULDER, ETC. CLOSURES OR DETOURS.
7. TEMPORARY DRAINAGE IS THE RESPONSIBILITY OF THE CONTRACTOR.
8. AT NO TIME SHALL TWO CONSECUTIVE INTERSECTING ROADWAYS BE CLOSED DURING CONSTRUCTION. CONTRACTOR SHALL LIMIT CLOSURE OF THE INTERSECTIONS TO MINIMIZE INCONVENIENCE TO PUBLIC.
9. COVER PERMANENT SIGNS WITH APPROPRIATE MATERIAL IF NOT USED. THIS IS SUBSIDIARY TO THE TRAFFIC CONTROL BID ITEM(S).
10. ADVANCE WARNING SIGNS AND LANE CLOSURES MUST BE MOVED UP PERIODICALLY IN ORDER TO KEEP UP WITH THE MOVING WORK ZONE. AS WORK PROGRESSES, THE LANE CLOSURE SIGNING AND APPROPRIATE BARRICADES MUST FOLLOW APPLICABLE STANDARDS.
11. PROVIDE ALL-WEATHER ACCESS FOR LANDOWNERS AT EXISTING ROADS AND DRIVES AT ALL TIMES. PROPERTIES WHERE ACCESS TO EXISTING ROADS AND DRIVES IS INTERRUPTED MUST HAVE MULTIPLE INGRESS/EGRESS POINTS AVAILABLE OR ALTERNATE ACCESS MUST BE PROVIDED BY CONTRACTOR. ALL PROPERTIES OCCUPIED THAT WILL BE DENIED ACCESS TO THEIR DRIVEWAYS SHALL BE NOTIFIED BY THE CONTRACTOR TWO WORKING DAYS PRIOR TO THE CLOSURE OF THEIR ACCESS.
12. THE CONTRACTOR SHALL SUBMIT WRITTEN REQUEST TO THE CITY FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT, AND MATERIAL STORAGE AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUESTS SHALL BE SUBMITTED TO THE CITY AT LEAST FIVE (5) DAYS PRIOR TO NOTICE TO PROCEED.
13. THE CONTRACTOR SHALL PREPARE, IMPLEMENT AND MAINTAIN A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THESE PLANS.
14. ALL BARRICADES, WARNING SIGNS, LIGHT DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS MUST CONFORM TO THE INSTALLATION SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AS CURRENTLY AMENDED, PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.
15. THE CONTRACTOR SHALL INSTALL METAL PLATES OVER OPEN TRENCHES, UNCOVERED MANHOLES OR OPEN INLETS ADJACENT TO TRAFFIC OVERNIGHT OR WHEN NO WORK IS BEING PERFORMED FOR MULTIPLE DAYS.
16. THE CONTRACTOR SHALL PROVIDE PROTECTIVE FENCING OR BARRIERS AROUND OPEN TRENCHES, UNCOVERED MANHOLES OR OPEN INLETS LOCATED OUTSIDE OF VEHICULAR TRAFFIC AREAS WHEN NO WORK IS OCCURRING OR OVERNIGHT.
17. FOLLOW OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION) REGULATIONS AND WORK A SAFE DISTANCE FROM ALL POWER LINES. WHENEVER WORK IS TO BE PERFORMED NEAR OVERHEAD LINES, OSHA REQUIRES THAT WORKMEN AND ANY EQUIPMENT OR TOOLS BEING OPERATED OR HANDLED BE KEPT A SAFE DISTANCE FROM POWER LINES. OSHA ALSO REQUIRES THAT THE POWER LINES SHALL EITHER BE DE-ENERGIZED AND GROUNDED OR OTHER PROTECTIVE MEASURES SHALL BE TAKEN BEFORE WORK IS STARTED. OSHA HAS PRESCRIBED CERTAIN DISTANCES THAT WORKMEN, TOOLS, AND EQUIPMENT MUST BE KEPT FROM OVERHEAD LINES. 10 FEET IS THE DISTANCE FOR POWER LINES OF 50,000 VOLTS OR LESS. 11 FEET IS THE DISTANCE FOR POWER LINES OF 138,000 VOLTS.

FINAL CLEAN UP:

1. UPON COMPLETION OF THE WORK AND BEFORE FINAL ACCEPTANCE AND FINAL PAYMENT IS MADE, THE CONTRACTOR SHALL CLEAR AND REMOVE FROM THE SITE ALL SURPLUS AND DISCARDED MATERIALS AND DEBRIS OF EVERY KIND AND LEAVE THE ENTIRE PROJECT IN A SMOOTH, NEAT AND SIGHTLY CONDITION.

UTILITY COMPANIES:

ATMOS (LOCAL-GAS)
106 N. BRADSHAW
DENTON, TX 76205
(940) 380-7470

ATMOS ENERGY
142 N. FM 730
BOYD, TX 76023
(940) 433-8902
ATTN: OMAR CAMPOS

CHARTER CABLE
15100 TRINITY BLVD.
FORT WORTH, TX 76155
(817) 298-3635

CO-SERV
7701 S. STEMMONS
CORINTH, TX 76210
(940) 321-7800
ATTN: JODY PADRON

CITY OF DENTON-COMMUNICATIONS
(940) 349-7172

CITY OF DENTON-ELECTRIC
(940) 349-7509
EMERGENCY: (940) 349-8400
ATTN: DOUG BREON

CITY OF DENTON-WATER UTILITIES
(940) 349-7150
EMERGENCY: (940) 349-8400

TXDOT
2624 W. PRAIRIE
DENTON, TX 76201
(940) 349-1414

AT&T
1460 ROUNDTABLE
DALLAS, TX 76247
ATTN: ERIC WILLIAMS

GRANDE COMMUNICATIONS
500 TITTLE DR. SUITE 400
LEWISVILLE, TX 75056
(940) 270-7016
ATTN: CHRIS LANGSTON

VERIZON
2094 MCGEE
LEWISVILLE, TX 75077
(972) 318-0264

EXPLORER/CITGO PIPELINE CO.
6846 S. CANTON SUITE 300
TULSA, OK 74136
(918) 493-5172
CHANCE GIPSON

TEXAS 811
(800) 344-8377

* THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

ENTERED BY	M.S.	PROJECT #	630511523
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
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CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

COVER AND DETAILS

DATE
NOV. 2024

SHEET No.
2 of 37

SCALE
HOR 1"= NTS
VER 1"= NTS

QUANTITY SUMMARY:

Spec. Section No.	Description	UOM	Total QTY	SHT 13	SHT 14	SHT 15	SHT 16	SHT 17	SHT 18	SHT 19	SHT 20	SHT 21	SHT 22	SHT 23	SHT 24	SHT 25	SHT 26
02 41 14	Remove Water Valve	EA	10	2	1	2	1		1	2		1					
02 41 14	Remove Hydrant, lead line and valve	EA	10	2	2	1	2	1	2								
33 05 05	Excavation Protection	LF	7953	1000	965	1022	1033	1000	1000	1024	312	174	28	10	256	62	67
33 14 14	HDPE Water Main (8")	LF	115											10		38	67
33 14 14	HDPE Water Main (12")	LF	83												83		
35 14 14	HDPE Water Main (16")	LF	6825	970	950	1000	1000	893	960	1024			28				
33 14 11	PVC Water Main (8")	LF	45	30	15												
33 14 11	PVC Water Main (12")	LF	55			22	33										
33 05 15	HDPE Water Main in Casing (8")	LF	414											109		119	186
33 05 15	HDPE Water Main in Casing (12")	LF	256												256		
33 05 15	HDPE Water Main in Casing (16")	LF	291	30				107	40				114				
33 05 64	DDC vault	EA	1	1													
TXDOT 7216	Insertion Valve (8")	EA	2														2
33 14 17	Water Service Connection (2")	EA	2	1	1												
33 14 25	City Performed Tapping Sleeve and Valve Connection (12" x 12")	EA	1			1											
33 14 20	Gate Valve (8")	EA	3		1									1		1	
33 14 20	Gate Valve (12")	EA	3			1	1								1		
33 14 20	Gate Valve (16")	EA	12	3		2	1	2	2	1			1				
33 14 25	Connection to Existing Main (8")	EA	6	1	1									1		1	2
33 14 25	Connection to Existing Main (12")	EA	2				1								1		
33 14 25	Connection to Existing Main (16")	EA	2	1									1				
33 14 40	Fire Hydrant	EA	8	2	1	1	1	1	1	1							
33 31 14	Sanitary Sewer Gravity Main (12")	LF	101									101					
33 31 14	Sanitary Sewer Gravity Main (15")	LF	176								176						
33 05 15	Sanitary Sewer Gravity Main in Casing (12")	LF	251									251					
33 05 15	Sanitary Sewer Gravity Main in Casing (15")	LF	244								244						
33 05 07	Steel Casing by Open Cut (24")	LF	283					107	40		136						
33 05 07	Steel Casing by Bore (24")	LF	252	30							108		114				
33 05 07	Steel Casing by Open Cut (20")	LF	73									73					
33 05 07	Steel Casing by Bore (20")	LF	178									178					
33 05 07	Steel Casing by Open Cut (18")	LF	173												173		
33 05 07	Steel Casing by Bore (18")	LF	83												83		
33 05 07	Steel Casing by Open Cut (12")	LF	24													24	
33 05 07	Steel Casing by Bore (12")	LF	390											109		95	186
33 05 61; 33 05 62	Concrete Manhole (5' ID) (0'-6' Deep)	EA	4								3	1					
33 05 76	Fiberglass Manhole (5' ID)	EA	2									2					
30 05 61; 33 05 62	Extra Concrete Manhole (5' ID)	VF	23								15	8					
33 05 76	Extra Fiberglass Manhole (5' ID)	VF	34									34					
02 41 14	Remove Utility Manhole	EA	4								3	1					
32 01 29	Concrete Pavement Repair	SY	60				27		18	15							
32 01 17	Asphalt Pavement Repair	SY	28			28											
32 93 00	Seeding	SY	17674	2222	2144	2271	2296	2222	2222	2276	693	387	62	22	569	138	149
32 01 29	Concrete Flume Repair	SY	9			9											
33 05 61; 33 05 62	External Drop for Manhole	EA	1								1						

NOTE:
THESE QUANTITIES ARE FOR REFERENCE ONLY. THE OFFICIAL BID QUANTITIES ARE CONTAINED IN SECTION 00 42 44 OF THE PROJECT MANUAL.

ENTERED BY M.S.	PROJECT # 630511523	CITY OF DENTON ENGINEERING SERVICES	FM 1515 UTILITY RELOCATIONS
DESIGNED BY M.S.	DATE / REVISION		COVER AND DETAILS
CHECKED BY J.W.			DATE: NOV. 2024
PROJ. ENGR. J.W.			SHEET No. 3 of 37
PATH S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\COVER,GN, EROSION.DWG			SCALE: HOR 1"= NTS, VER 1"= NTS

EROSION CONTROL PLAN

THE CONTRACTOR IS RESPONSIBLE FOR CREATING THE EROSION CONTROL PLAN FOR THE PROJECT. THE PLAN SHALL CONFORM TO THE REQUIREMENTS OF THE SPECIFICATIONS CONTAINED IN THE PROJECT MANUAL (SEE SECTION 01 57 13 AND 31 25 14) AND THE EROSION CONTROL PLAN NARRATIVE SHEETS. THE EROSION CONTROL PLAN SHALL BE REVIEWED AND APPROVED BY THE CITY OF DENTON WATERSHED DEPARTMENT PRIOR TO IMPLEMENTATION. THE FOLLOWING NOTES SHALL SUPERCEDE ANY CONTRARY REQUIREMENTS IN THE PROJECT MANUAL.

1. ENSURE EROSION CONTROL PLAN INCLUDES SEDIMENT CONTROL AT LIMITS OF CONSTRUCTION OR AREAS ADJACENT TO CONSTRUCTION THAT CAN RECEIVE DISCHARGE FROM AREA OF PROPOSED WORK.
2. FINAL STABILIZATION SHALL BE COMPLETE PRIOR TO TERMINATION OF COVERAGE UNDER THE CONSTRUCTION GENERAL PERMIT. FINAL STABILIZATION MEASURES SHALL BE A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF AT LEAST 70 PERCENT OF THE NATIVE BACKGROUND VEGETATIVE COVER FOR ALL UNPAVED AREAS NOT COVERED BY STRUCTURES.
3. AS A CONDITION OF APPROVAL, APPLICANTS CONDUCTING LAND DISTURBING ACTIVITIES WILL COMPLETE THE ONLINE CONSTRUCTION SITE SURVEY. THIS SURVEY CAN BE FOUND AT WWW.CITYOFDENTON.COM/WATERSHED , TAB TO SURVEY IS AT TOP RIGHT OF SCREEN.
4. SITES HAVING GREATER THAN 1 ACRE OF LAND DISTURBANCE REQUIRES A STORM WATER POLLUTION PREVENTION PLAN THAT SHALL ADDRESS TO THE REQUIREMENTS OF SECTION 01 57 13. PROVIDE A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN TO THE WATERSHED PROTECTION DIVISION FOR REVIEW, WATERSHED@CITYOFDENTON.COM
5. CONSTRUCTION SITE NOTICE MUST BE POSTED AT CONSTRUCTION SITE PRIOR TO INITIAL INSPECTION OF STORMWATER CONTROLS.
6. PROJECT SITE OPERATOR MUST CONTACT WATERSHED PROTECTION DIVISION FOR INITIAL INSPECTION PRIOR TO PERMIT ISSUANCE TO ENSURE COMPLIANCE WITH STORMWATER REGULATIONS AND PROPER INSTALLATION OF APPROPRIATE BMPS.

   CONTACT: ZACHARY.ROWEN@CITYOFDENTON.COM (940) 349-8203 OR JENNIFER.ROVEZZI@CITYOFDENTON.COM (940) 349-7141
7. FOR PROJECT AREAS LESS THAN 1 ACRE, THE EROSION CONTROL PLAN PREPARATION SHALL BE PAID FOR AS EROSION CONTROL PLAN. FOR PROJECTS GREATER THAN 1 ACRE, EROSION CONTROL PLAN PREPARATION SHALL BE A SUBSIDIARY ITEM TO THE SWPPP BID ITEM.
8. REGARDLESS OF THE CONSTRUCTION SITE SIZE, INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES SHALL BE PAID FOR UNDER THE SWPPP DEVICE INSTALLATION BID ITEM AND REMOVAL OF EROSION CONTROL MEASURES SHALL BE PAID FOR UNDER THE SWPPP DEVICE REMOVAL BID ITEM.
9. IGNORE REFERENCE TO NCTCOG SPECIFICATIONS IN THE EROSION CONTROL STANDARD DETAILS. SECTION 31 25 14 OF PROJECT MANUAL CONTAINS THE SPECIFICATIONS GOVERNING THE DETAILS.

SITE DESCRIPTION

PROJECT NAME AND LOCATIONS:

FM 1515 UTILITY RELOCATION WESTERN EDGE OF CITY OF DENTON

CONTACT AND PHONE NO.: JOETTA DAILEY 940-349-7153

MAJOR SOIL DISTRIBUTION ACTIVITIES:

UTILITY EXCAVATION

TOTAL PROJECT AREA (ACRES): 2.42 ACRES

POST-CONSTRUCTION CHANGE IN RUNOFF POTENTIAL:

NEGLIGIBLE

EXISTING CONDITION OF SOIL, VEGETATIVE COVER: WELL ESTABLISHED SOIL: IN PARKWAY BEHIND CURB 95% VEGITATION COVER.

DESCRIPTION OF WATER DISCHARGE NOT ASSOCIATED WITH CONSTRUCTION: NONE

NAME OF RECEIVING WATERS: HICKORY CREEK MAIN CHANNEL AND DRY FORK 1 BRANCH

IDENTIFY STORM WATER DISCHARGE POINTS:

EXISTING STREAMS IN HICKORY CREEK BASIN, EXISTING STORM INLETS ON FM 1515

A DESCRIPTION AND TIME FRAME FOR THE INSTALLATION OF STABILIZATION PRACTICES IN CONJUNCTION WITH CONSTRICTION:

BMPs WILL BE INSTALLED PRIOR TO CONSTRUCTION.

EROSION AND SEDIMENTATION CONTROL

SOIL STABILIZATION PRACTICES:

- ____ HYDROMULCHING.
- ____ TEMPORARY SEEDING.
- X PERMANENT PLANTING, SODDING OR SEEDING.
- ____ MULCHING.
- X SOIL RETENTION BLANKET
- ____ BUFFER ZONES.
- ____ PRESERVATION OF NATURAL RESOURCES.

DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAS CEASED TEMPORARILY OR PERMANENTLY, SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITIES ARE SCHEDULED WITHIN 21.

STRUCTURAL PRACTICES:

- X SILT FENCES
- ____ HAY BALES
- X EROSION CONTROL LOGS
- X ROCK BERMS
- X DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- ____ DIVERSION, INTERCEPTOR OR PERIMETERS SWALES.
- ____ DIVERSION, DIKE AND SWALE COMBINATION.
- ____ PAVED FLUMES.
- X ROCK BEDDING AT CONSTRUCTION EXIT (STABILIZED ENTRANCE).
- X TIMBER MATTING AT CONSTRUCTION EXITS (STABILIZED ENTRANCE)
- ____ CHANNEL LINERS.
- ____ SEDIMENT TRAPS
- ____ SEDIMENT BASINS
- X STORM INLET SEDIMENT TRAP
- ____ STONE OUTLET SEDIMENT
- ____ CURBS AND GUTTERS
- ____ STORM SEWERS
- ____ VELOCITY CONTROL STRUCTURES
- ____ GEOTEXTILES.

OTHERS: IF SILT FENCES PROVE TO BE INADEQUATE EROSION CONTROL MEASURE, THE CONTRACTOR SHALL INSTALL AND MAINTAIN TRIANGULAR SEDIMENTS DIKES AT NO ADDITIONAL COST.

SEQUENCE OF STORMWATER MANAGEMENT AND CONSTRUCTION ACTIVITIES:

BMP INSTALLATION, EXCAVATION, UTILITY INSTALLATION, BMP REMOVAL.

MAINTENANCE PROCEDURES FOR CONTROL MEASURES USED: BMP INSPECTIONS WILL BE PERFORMED WEEKLY AND WITHIN 24-HOURS OF THE END OF A 0.5 INCH OR GREATER STORM EVENT.

STORM WATER MANAGEMENT: STORM WATER WILL BE CONVEYED BY OVERLAND SHEET FLOW TO THE NEAREST INLET OR STORM LOCATION.

PERMANENT EROSION CONTROL MEASURES: SODDING OR EROSION CONTROL BLANKETS.

PERMANENT STORM WATER MANAGEMENT MEASURES: CURB AND GUTTER, STORM INLETS, STORM DRAINS.

OTHER EROSION AND SEDIMENTATION CONTROL

MAINTENANCE:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER. IF REPAIR 1S NECESSARY, IT WILL BE DONE AT THE EARLIEST DATE POSSIBLE, BUT NO LATER THAN 7 CALENDAR DAYS AFTER THE SURROUNDING EXPOSED GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT. THE AREAS ADJACENT TO CREEKS AND DRAINAGEWAYS SHALL HAVE PRIORITY, FOLLOWED BY DEVICES PROTECTION STORM SEWER INLETS.

INSPECTION:
AN INSPECTION WILL BE PERFORMED BY THE CONTRACTOR EVERY 14 DAYS AS WELL AS AFTER EVERY ½" OR MORE OF RAIL (RECORDED ON A NON FREEZING RAIN GAUGE TO BE LOCATED AT THE PROJECT SITE). AN INSPECTION AND MAINTENANCE REPORT WILL BE MADE PER INSPECTION BASED ON THE INSPECTION RESULTS, THE CONTROLS SHALL BE CORRECTED BEFORE THE NEXT SCHEDULED INSPECTION.

WASTE MATERIALS:
ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL STATE AND LOCAL CITY SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION AND THE TRASH WILL BE HAULED TO A LOCAL DUMP. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING)

AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS; PAINTS, ACIDS FOR CLEANING MASONRY SURFACES, GASOLINE, MOTOR OIL, CLEANING SOLVENTS, ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION OR CONCRETE CURING COMPOUND AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS AND MEETS REPORTING REQUIREMENTS, THE NATION RESPONSE CENTER SHOULD BE CONTACTED AT 800-424-8802, AND ANY REQUIRED CHANGES MADE TO SWPPP. IN THE EVENT OF A LIFE THREATENING SPILL THE DENTON FIRE DEPARTMENT SHOULD BE NOTIFIED AS WELL AS THE APPROPRIATE CITY INSPECTORS.

SANITARY WASTE RESPONSIBILITY OF CONTRACTOR.

OFFSITE EXCAVATION SOURCE LOCATION: NONE

OFFSITE FILL SOURCE LOCATION: NONE

OFFSITE VEHICLE TRACKING:

- X HAUL ROADS DAMPED FOR DUST CONTROL
- X LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- X EXCESS DIRT ON ROAD TO BE REMOVED DAILY
- X STABILIZED CONSTRUCTION ENTRANCE

OTHERS:

CERTIFICATION THAT SITE DISTURBANCES AND/OR DISCHARGES WILL NOT EFFECT LISTED ENDANGERED SPECIES AND THEIR HABITAT.

WHAT METHOD IS USED TO SATISFY THE ENDANGERED SPECIES REQUIREMENTS?
NOT APPLICABLE

ENTERED BY	M.S.	PROJECT #	630511523
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
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CITY OF DENTON
ENGINEERING SERVICES

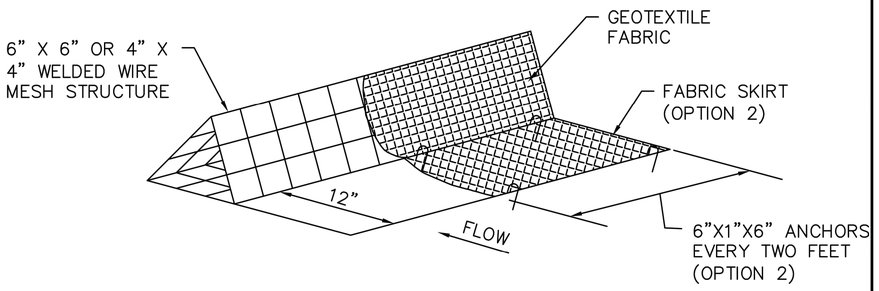
FM 1515 UTILITY RELOCATIONS

EROSION CONTROL 1

DATE
NOV. 2024

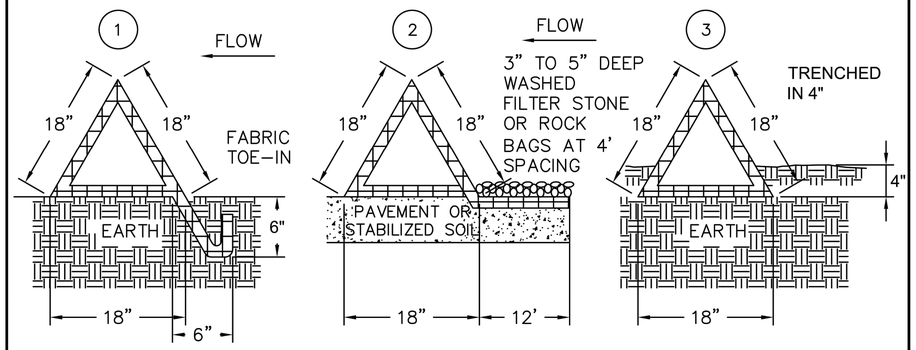
SHEET No.
4 of 37

SCALE
HOR 1"= NTS
VER 1"= NTS



ISOMETRIC PLAN VIEW

N.T.S



1. TOE–IN 6" MIN.
2. FABRIC SKIRT WEIGHTED WITH FILTER STONE
   (ROCK BAGS MAY BE SUBSTITUTED FOR FILTER STONE)
3. TRENCHED IN 4"

CROSS SECTION OF INSTALLATION OPTIONS

N.T.S

TRIANGULAR SEDIMENT FILTER DIKE	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 202.8
		DATE AUG '23 / STANDARD DRAWING NO. 1050A

TRIANGULAR SEDIMENT FILTER DIKE GENERAL NOTES:

1. DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.

2. THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE, AND FABRIC SHALL BE OVERLAPPED A MINIMUM OF 12".

3. THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF TYPE 'A' RIP RAP, OR TOED–IN 6" WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED TO A DEPTH OF 4 INCHES.

4. DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 6–INCH WIRE STAPLES ON 2–FOOT CENTERS ON BOTH EDGES AND SKIRTS.

5. FILTER MATERIAL SHALL BE LAPPED OVER ENDS 6" TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOAT RINGS.

6. THE DIKE STRUCTURE SHALL BE W2.9–6" X 6" OR 4" X 4" WELDED WIRE MESH, 18" ON A SIDE.

7. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.

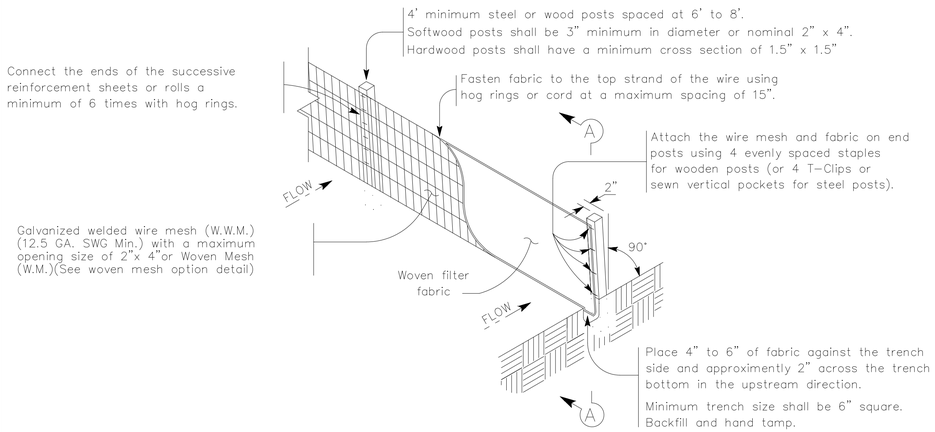
8. THE FILTER DIKE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.

9. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES APPROXIMATELY 6–INCHES IN DEPTH. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

TRIANGULAR SEDIMENT FILTER DIKE	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 202.8
GENERAL NOTES		DATE AUG '23 / STANDARD DRAWING NO. 1050B

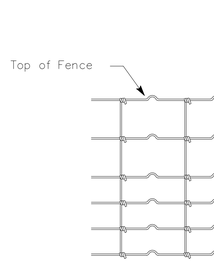
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DESIGNED BY	M.S.	DATE	REVISION		EROSION CONTROL 2
CHECKED BY	J.W.				DATE NOV. 2024 / SHEET No. 5 of 37
PROJ. ENGR.	J.W.				SCALE HOR 1"= NTS VER 1"= NTS
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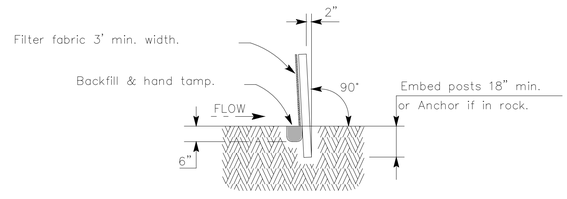
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TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A–A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT . ^{2}Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

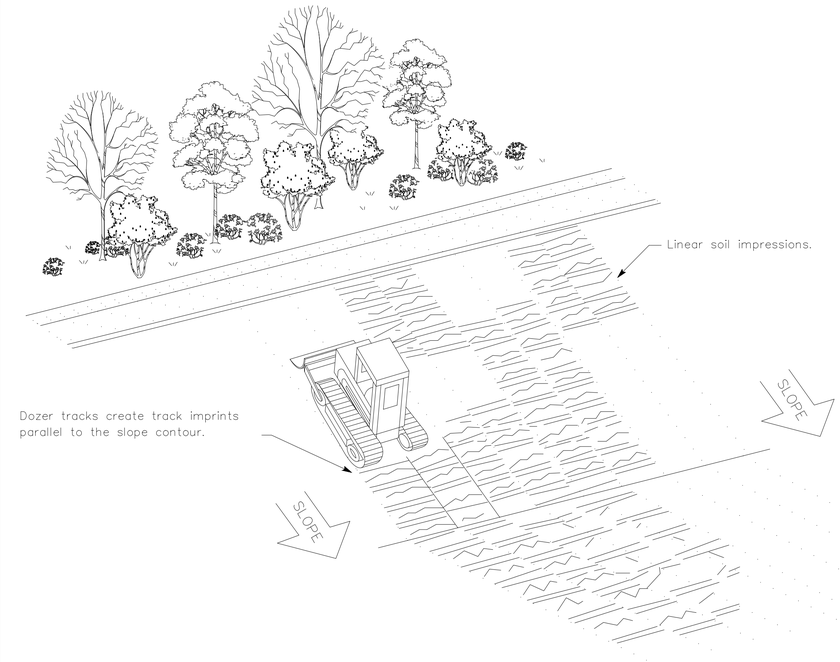
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)–16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE
FILE

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DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
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CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

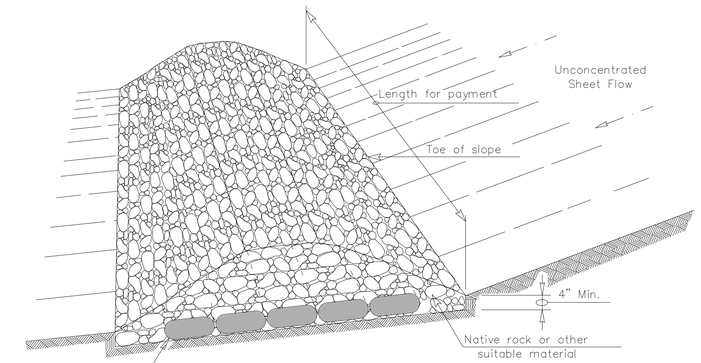
TXDOT EROSION CONTROL 1

DATE
NOV. 2024

SHEET No.
6 of 37

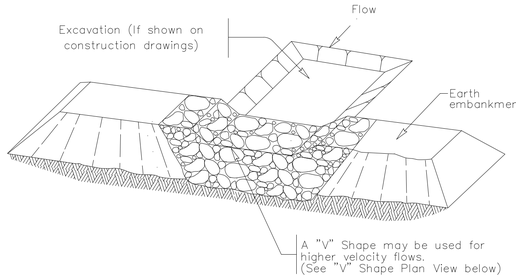
SCALE
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VER 1"= N/A

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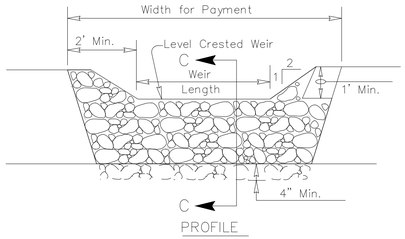
FILTER DAM AT TOE OF SLOPE

RFD1

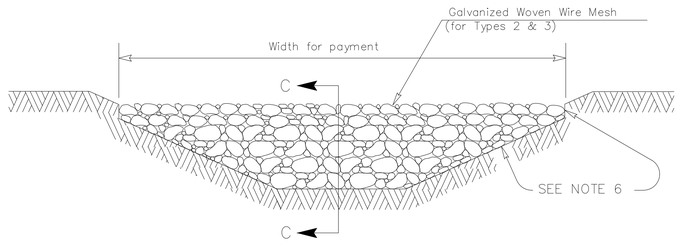


FILTER DAM AT SEDIMENT TRAP

RFD1 OR RFD2

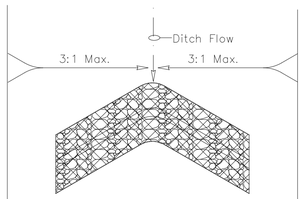


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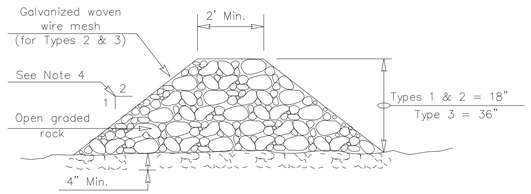


FILTER DAM AT CHANNEL SECTIONS

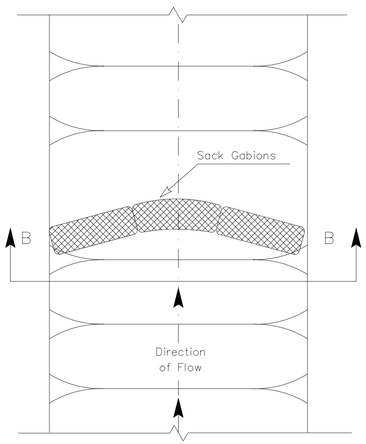
RFD1 OR RFD2 OR RFD3



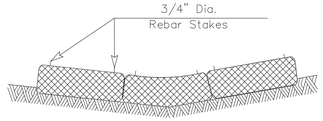
"V" SHAPE
PLAN VIEW



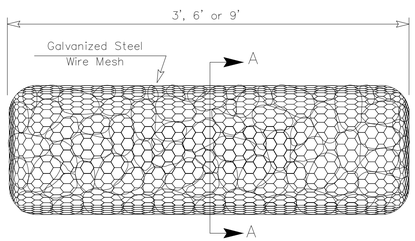
SECTION C–C



PLAN VIEW

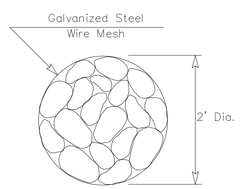


SECTION B–B



TYPE 4 (SACK GABIONS)

RFD4



SECTION A–A

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double–twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam	RFD1
Type 2 Rock Filter Dam	RFD2
Type 3 Rock Filter Dam	RFD3
Type 4 Rock Filter Dam	RFD4

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)–16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016 REVISIONS	CONT	SECT	JOB	HIGHWAY
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CITY OF DENTON ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

TXDOT EROSION CONTROL 2

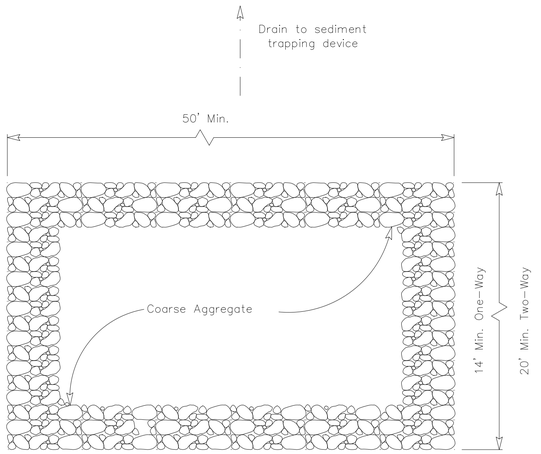
DATE
NOV. 2024

SHEET No.
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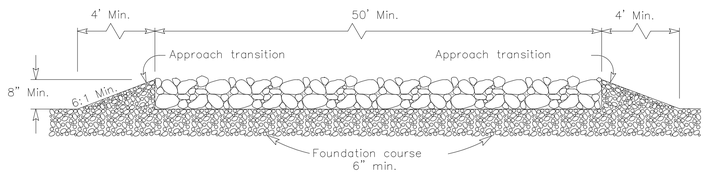
SCALE
HOR 1"= 250'
VER 1"= N/A

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PLAN VIEW



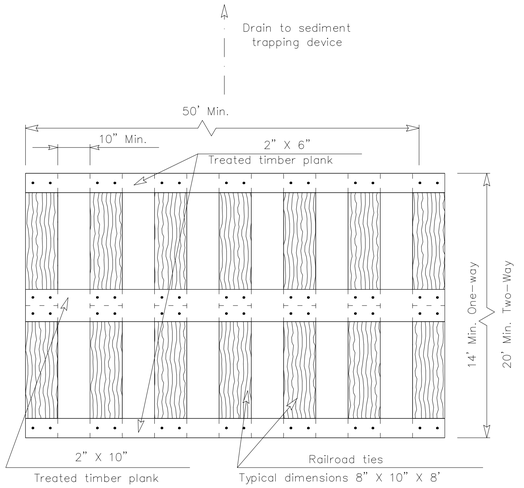
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

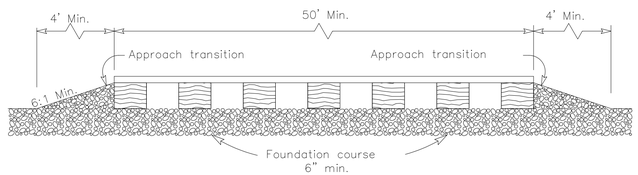
ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW



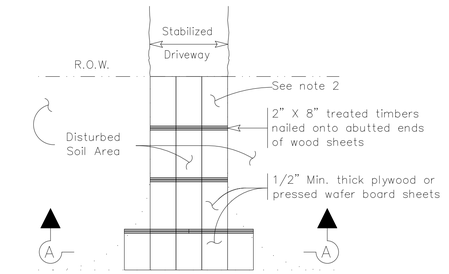
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

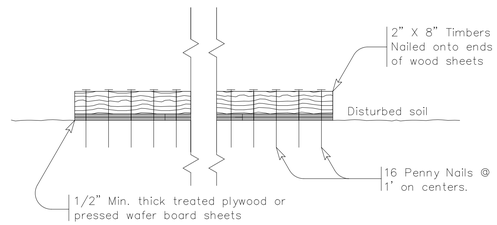
TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
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REVISIONS				
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CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

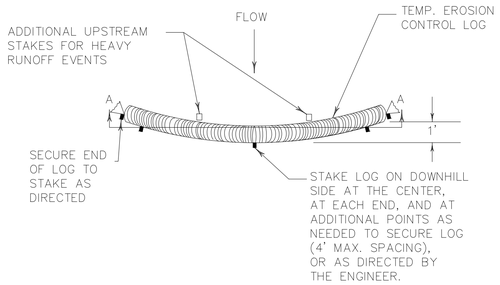
TXDOT EROSION CONTROL 3

DATE
NOV. 2024

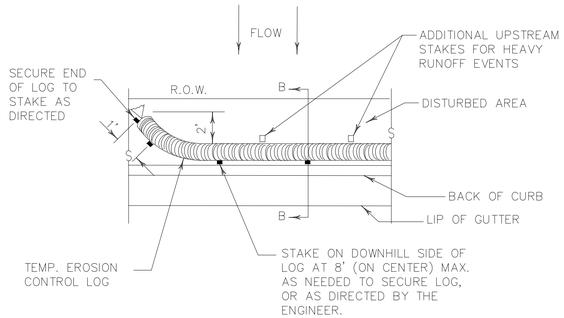
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SCALE
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VER 1"= N/A

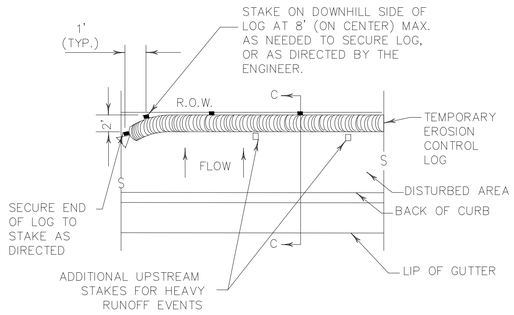
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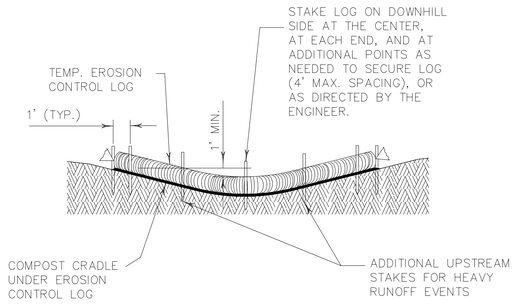
PLAN VIEW



PLAN VIEW



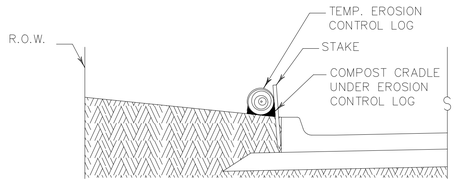
PLAN VIEW



SECTION A–A

EROSION CONTROL LOG DAM

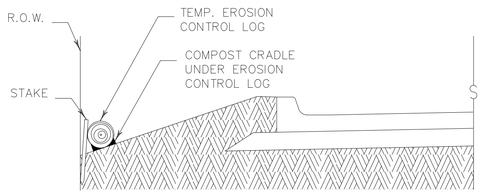
CL–D



SECTION B–B

EROSION CONTROL LOG AT BACK OF CURB

CL–BOC



SECTION C–C

EROSION CONTROL LOG AT EDGE OF RIGHT–OF–WAY

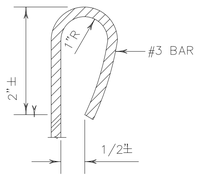
CL–ROW

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'–4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

LEGEND

- CL–D — EROSION CONTROL LOG DAM
- CL–BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL–ROW — EROSION CONTROL LOG AT EDGE OF RIGHT–OF–WAY
- CL–SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL–SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL–DI — EROSION CONTROL LOG AT DROP INLET
- CL–CI — EROSION CONTROL LOG AT CURB INLET
- CL–GI — EROSION CONTROL LOG AT CURB & GRATE INLET



REBAR STAKE DETAIL

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SHEET 1 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)–16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\TXDOT_EROSIONSHT.DWG		

CITY OF DENTON ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

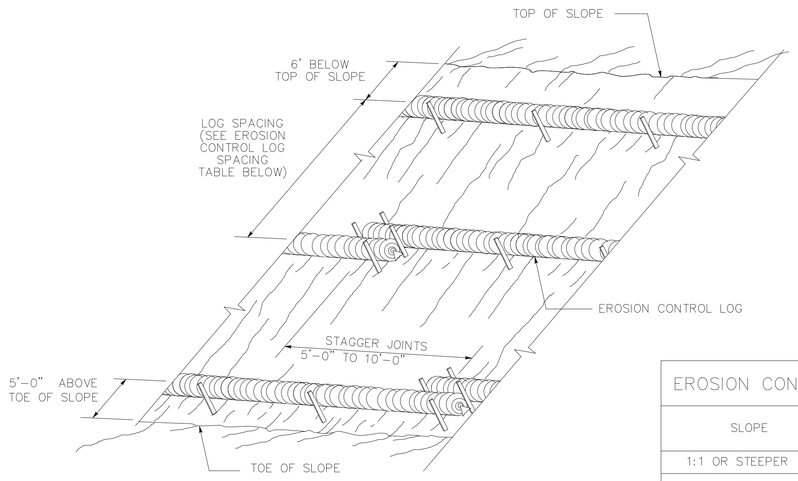
TXDOT EROSION CONTROL 4

DATE
NOV. 2024

SHEET No.
9 of 37

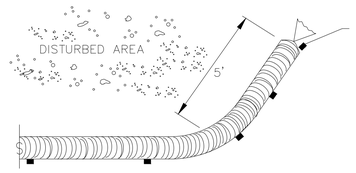
SCALE
HOR 1"= 250'
VER 1"= N/A

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EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

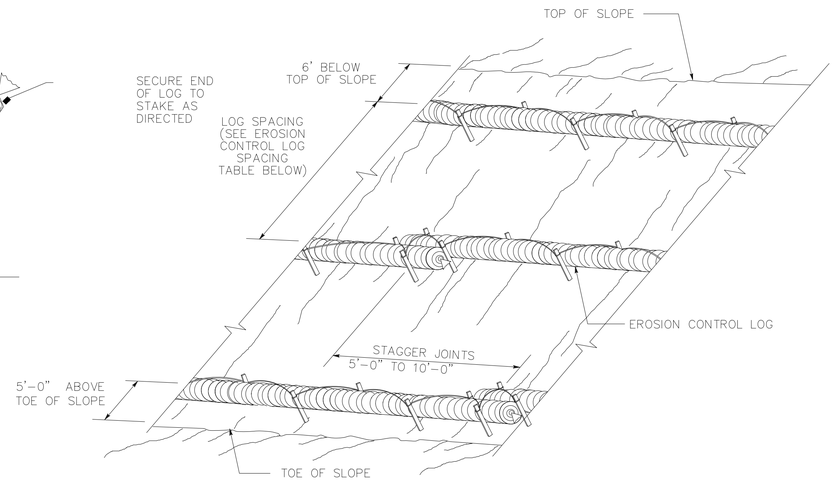
CL-SST



END SECTION RAP DETAIL

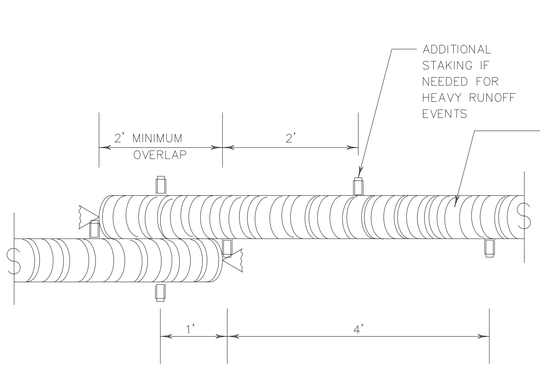
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

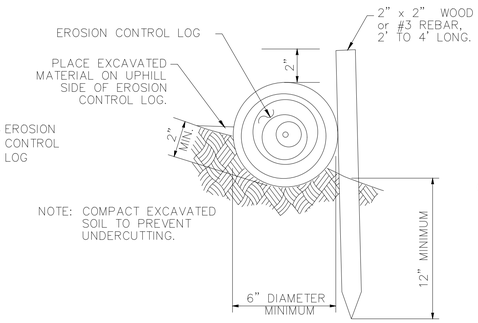
* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

CL-SSL

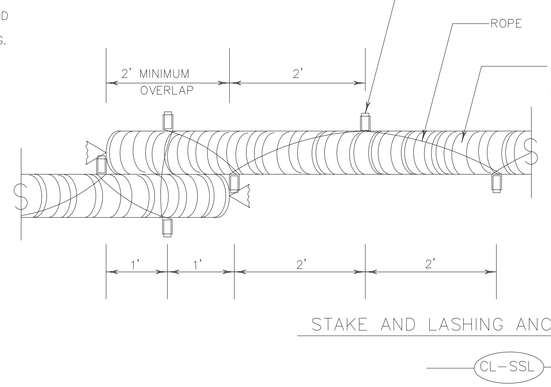




STAKE AND TRENCHING ANCHORING DETAIL

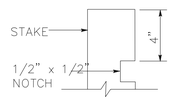
CL-SST

TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"



STAKE AND LASHING ANCHORING DETAIL

CL-SSL



STAKE NOTCH DETAIL

SHEET 2 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

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DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\TXDOT_EROSIONSHT.DWG		

CITY OF DENTON ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

TXDOT EROSION CONTROL 5

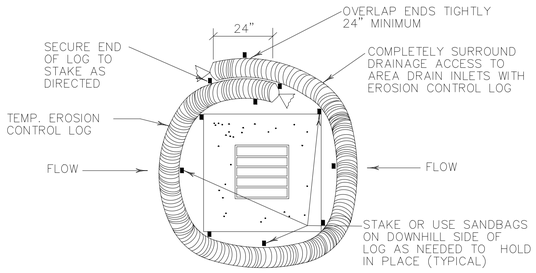
DATE
NOV. 2024

SHEET No.
10 of 37

SCALE
HOR 1"= 250'
VER 1"= N/A

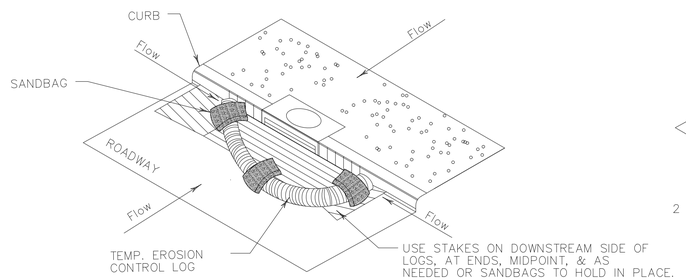
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DATE:
FILE:



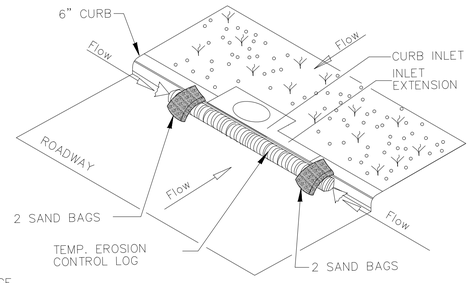
EROSION CONTROL LOG AT DROP INLET

CL–DI



EROSION CONTROL LOG AT CURB INLET

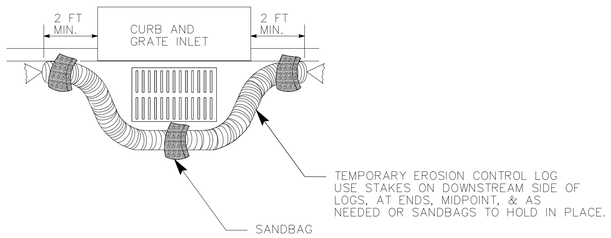
CL–CI



EROSION CONTROL LOG AT CURB INLET

CL–CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

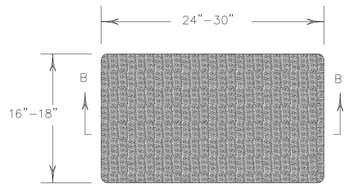


EROSION CONTROL LOG AT CURB & GRADE INLET

CL–GI



SECTION B–B



SANDBAG DETAIL

SHEET 3 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)–16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

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DESIGNED BY	M.S.	DATE	REVISION
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PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\TXDOT_EROSIONSHT.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

TXDOT EROSION CONTROL 6

DATE
NOV. 2024

SHEET No.
11 of 37

SCALE
HOR 1"= 250'
VER 1"= N/A

TRAFFIC CONTROL PLAN GUIDLINES:

ALL TRAFFIC CONTROL PLANS FOR THIS PROJECT SHALL BE CREATED BY THE CONTRACTOR AND SUBMITTED FOR REVIEW BY THE CITY PRIOR TO IMPLEMENTATION. THE PLANS SHALL CONFORM TO THE REQUIREMENTS OF THE SPECIFICATIONS CONTAINED IN THE PROJECT MANUAL. TRAFFIC CONTROL PLANS SHALL BE SUBJECT TO THE SITE-SPECIFIC REQUIREMENTS ADDRESSED BELOW.

CROSSING CORBIN AT FM 1515

1. THE CONTRACTOR MAY CLOSE CORBIN AT FM 1515 TO INSTALL THE 16" WATERLINE CROSSING AT THIS LOCATION. THE TRAFFIC CONTROL PLAN MUST DIVERT TRAFFIC ON CORBIN TO USE SHELBY LN.
2. TRAFFIC CONTROL PLAN MUST RECEIVE TXDOT APPROVAL.

CROSSING DAKOTA AT FM 1515

1. THE CONTRACTOR MAY CLOSE DAKOTA AT FM 1515 TO INSTALL THE 16" WATERLINE CROSSING AT THIS LOCATION. THE TRAFFIC CONTROL PLAN MUST DIVERT TRAFFIC ON CORBIN TO USE SHELBY LN.
2. TRAFFIC CONTROL PLAN MUST RECEIVE TXDOT APPROVAL.

WORK IN TXDOT ROW BEHIND THE SHOULDER

1. SIGNAGE AND CHANNELIZING DEVICES MUST BE PROVIDED ACCORDING TO TXDOT DIAGRAM TCP (1-1A) WHICH CAN BE FOUND ON TXDOT DETAIL TCP (1-1) - 18.

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CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

TRAFFIC CONTROL NARRATIVE

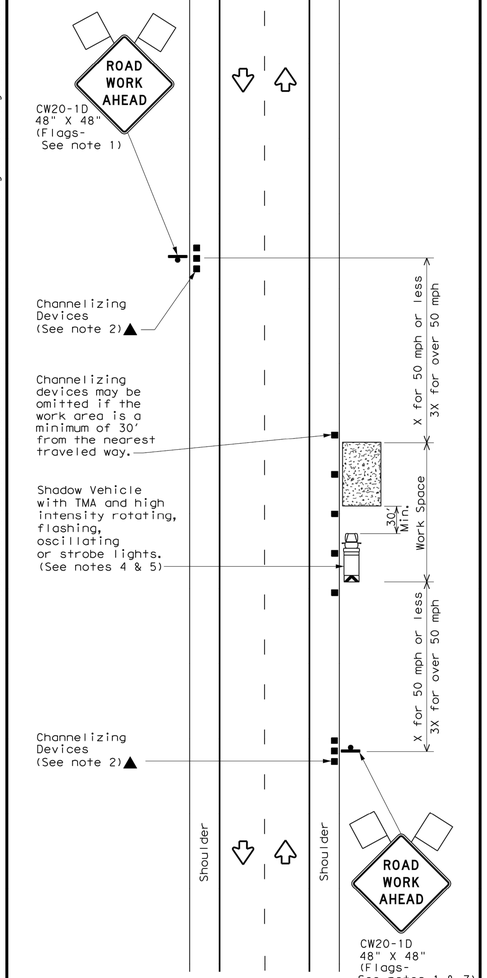
DATE
NOV. 2024

SHEET No.
12 of 37

SCALE
HOR 1"= NTS
VER 1"= NTS

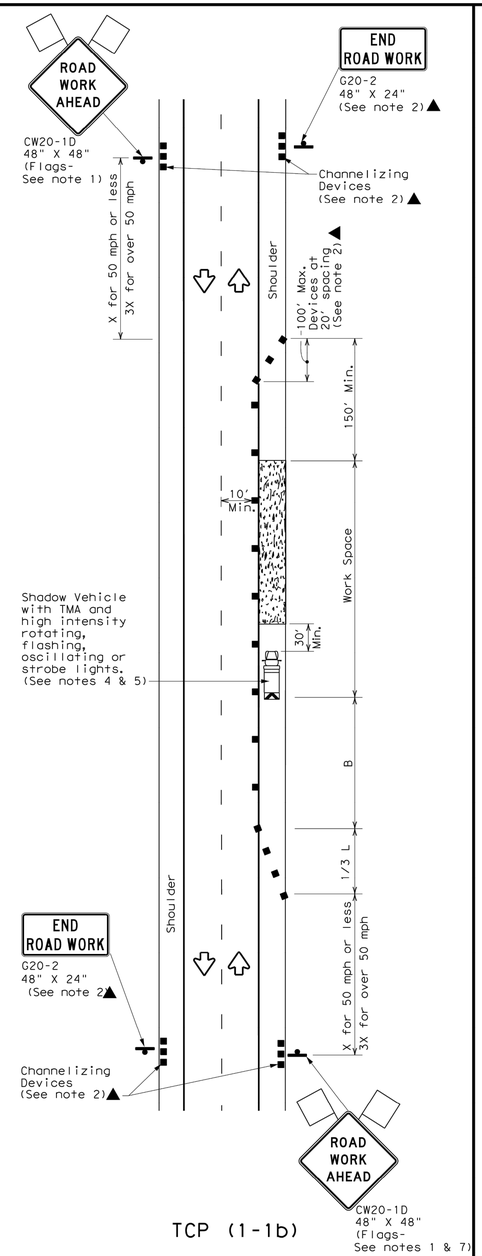
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DATE:
FILE:



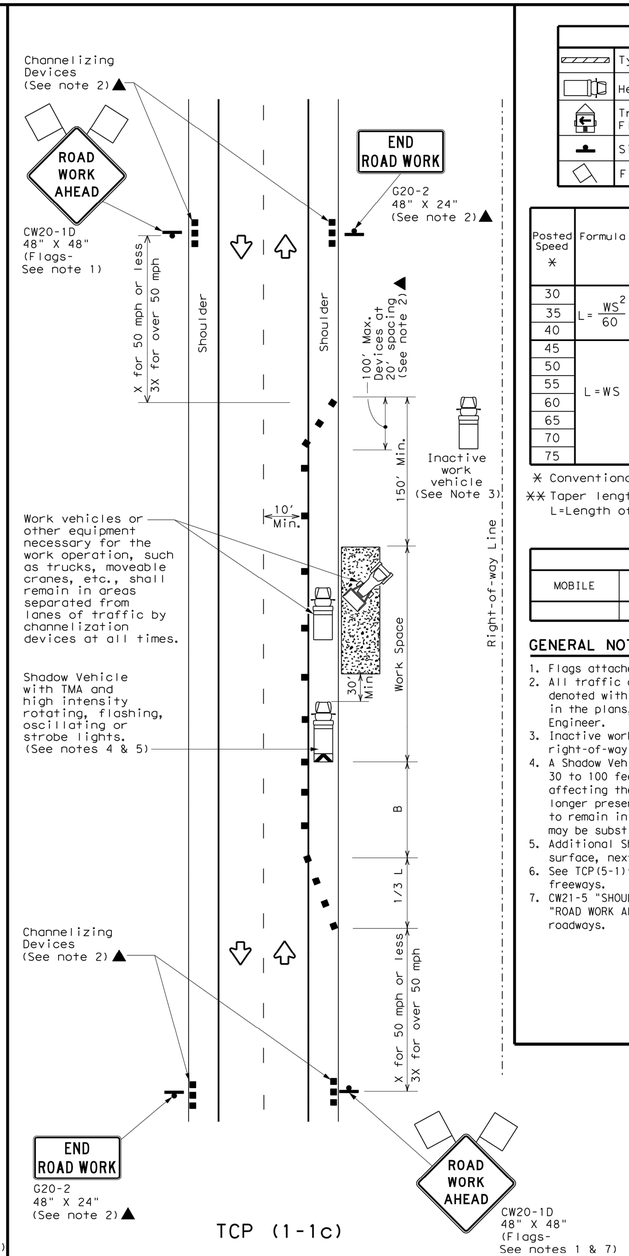
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND

	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

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DESIGNED BY	M.S.	DATE	REVISION
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PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\COVER,GN, EROSION.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

TXDOT TRAFFIC CONTROL PLAN

DATE
NOV. 2024

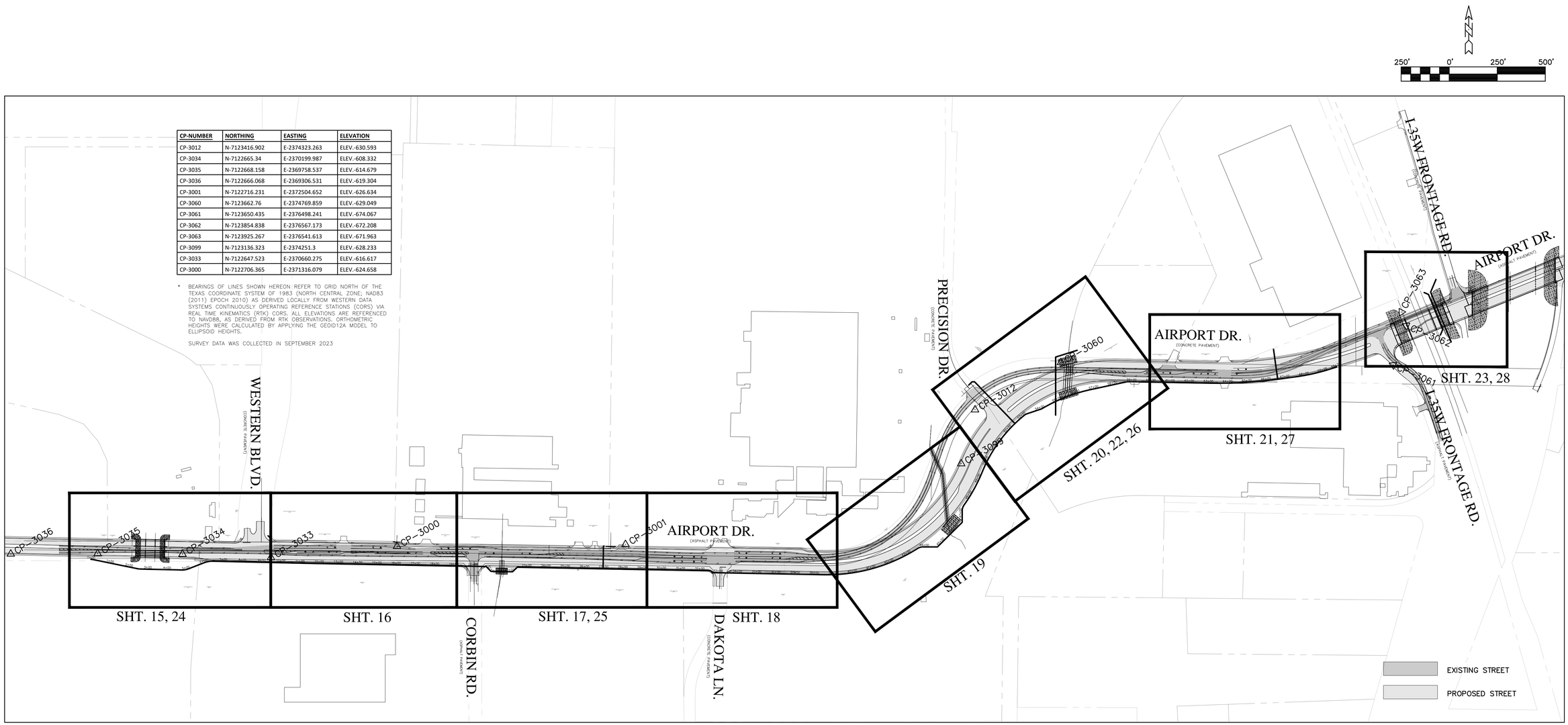
SHEET No.
13 of 37

SCALE
HOR 1"= NTS
VER 1"= NTS

CP-NUMBER	NORTHING	EASTING	ELEVATION
CP-3012	N-7123416.902	E-2374323.263	ELEV.-630.593
CP-3034	N-7122665.34	E-2370199.987	ELEV.-608.332
CP-3035	N-7122668.158	E-2369758.537	ELEV.-614.679
CP-3036	N-7122666.068	E-2369306.531	ELEV.-619.304
CP-3001	N-7122716.231	E-2372504.652	ELEV.-626.634
CP-3060	N-7123662.76	E-2374769.859	ELEV.-629.049
CP-3061	N-7123650.435	E-2376498.241	ELEV.-674.067
CP-3062	N-7123854.838	E-2376567.173	ELEV.-672.208
CP-3063	N-7123925.267	E-2376541.613	ELEV.-671.963
CP-3099	N-7123136.323	E-2374251.3	ELEV.-628.233
CP-3033	N-7122647.523	E-2370660.275	ELEV.-616.617
CP-3000	N-7122706.365	E-2371316.079	ELEV.-624.658

* BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE; NAD83 (2011) EPOCH 2010) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATICS (RTK) CORS. ALL ELEVATIONS ARE REFERENCED TO NAVD88, AS DERIVED FROM RTK OBSERVATIONS. ORTHOMETRIC HEIGHTS WERE CALCULATED BY APPLYING THE GEOID12A MODEL TO ELLIPSOID HEIGHTS.

SURVEY DATA WAS COLLECTED IN SEPTEMBER 2023



NOTES:

1. ALL FIRE HYDRANTS ON THE ABANDONED WATERLINES SHALL BE REMOVED.

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PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

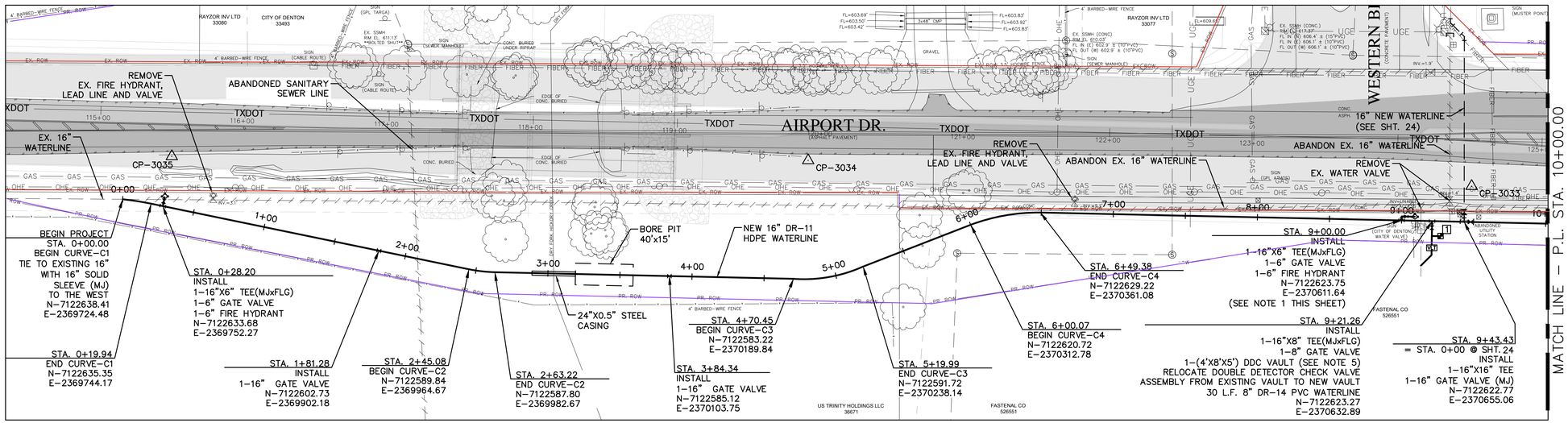
FM 1515 UTILITY RELOCATIONS

PROJECT LAYOUT AND CONTROL POINTS

DATE
NOV. 2024

SHEET No.
14 of 37

SCALE
HOR 1"= 250'
VER 1"= N/A



CONTROL POINTS:

CP-3033
N-7122647.523
E-2370660.275
ELEV.-616.617

CP-3034
N-7122665.34
E-2370199.987
ELEV.-608.332

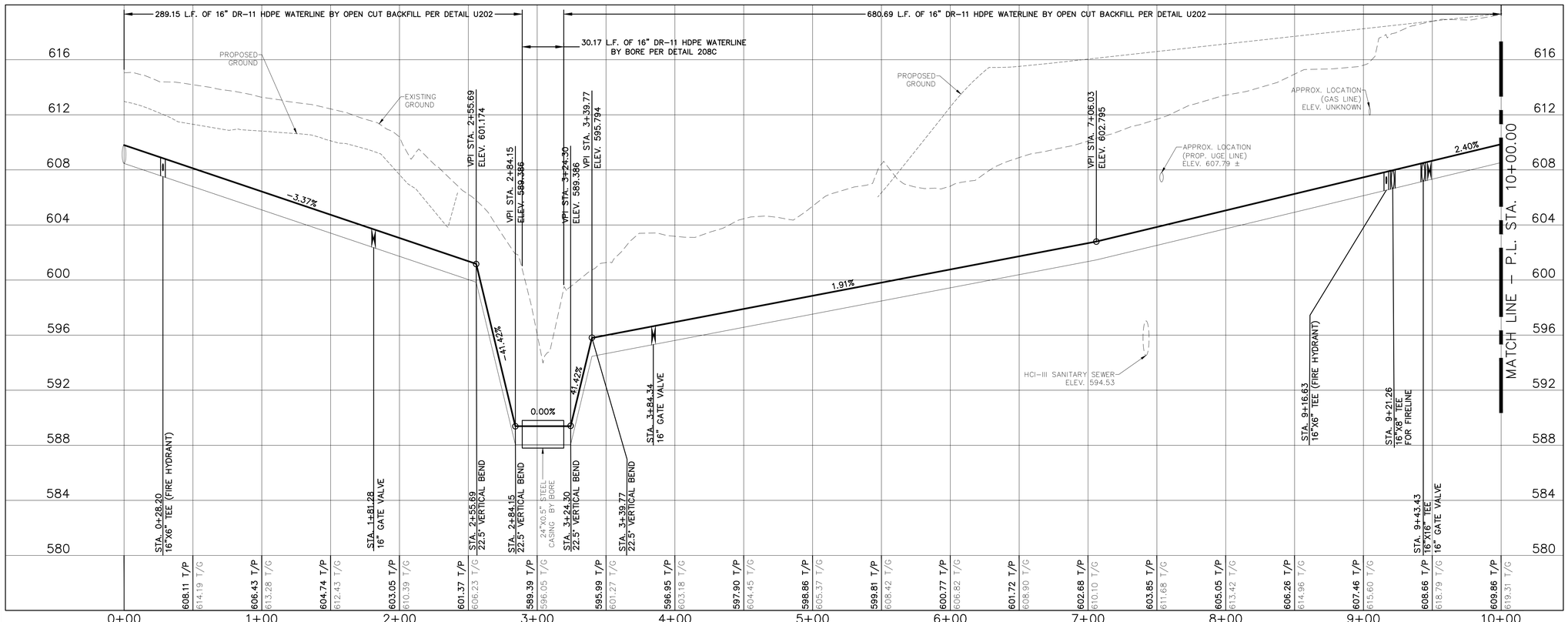
CP-3035
N-7122668.158
E-2369758.537
ELEV.-614.679

SYMBOL LEGEND	
	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

1 INSTALL NEW 2" WATER METER AND SERVICE



NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.
5. DOUBLE DETECTOR CHECK VALVE VAULT SHOULD BE PRECAST CONCRETE, OLD CASTLE MODEL DC-FORT WORTH OR APPROVED EQUAL.

CURVE TABLE		
Curve	Radius	Length
C1	200.64'	19.93'
C2	100.00'	18.14'
C3	100.00'	49.54'
C4	135.05'	49.31'

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

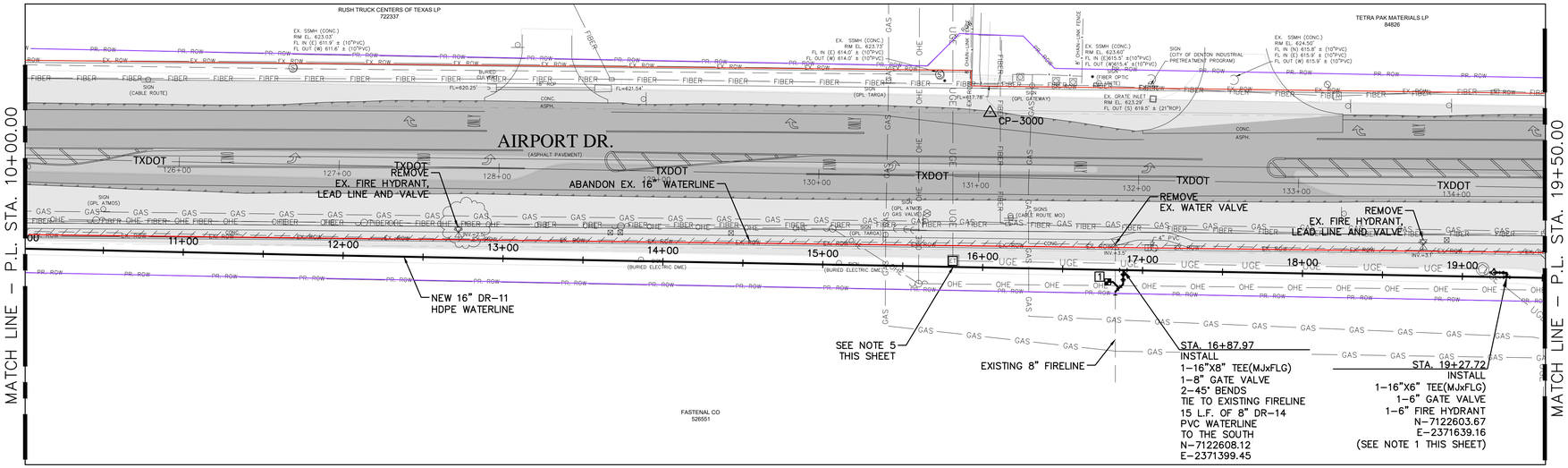
16" MAIN WATERLINE - WL1

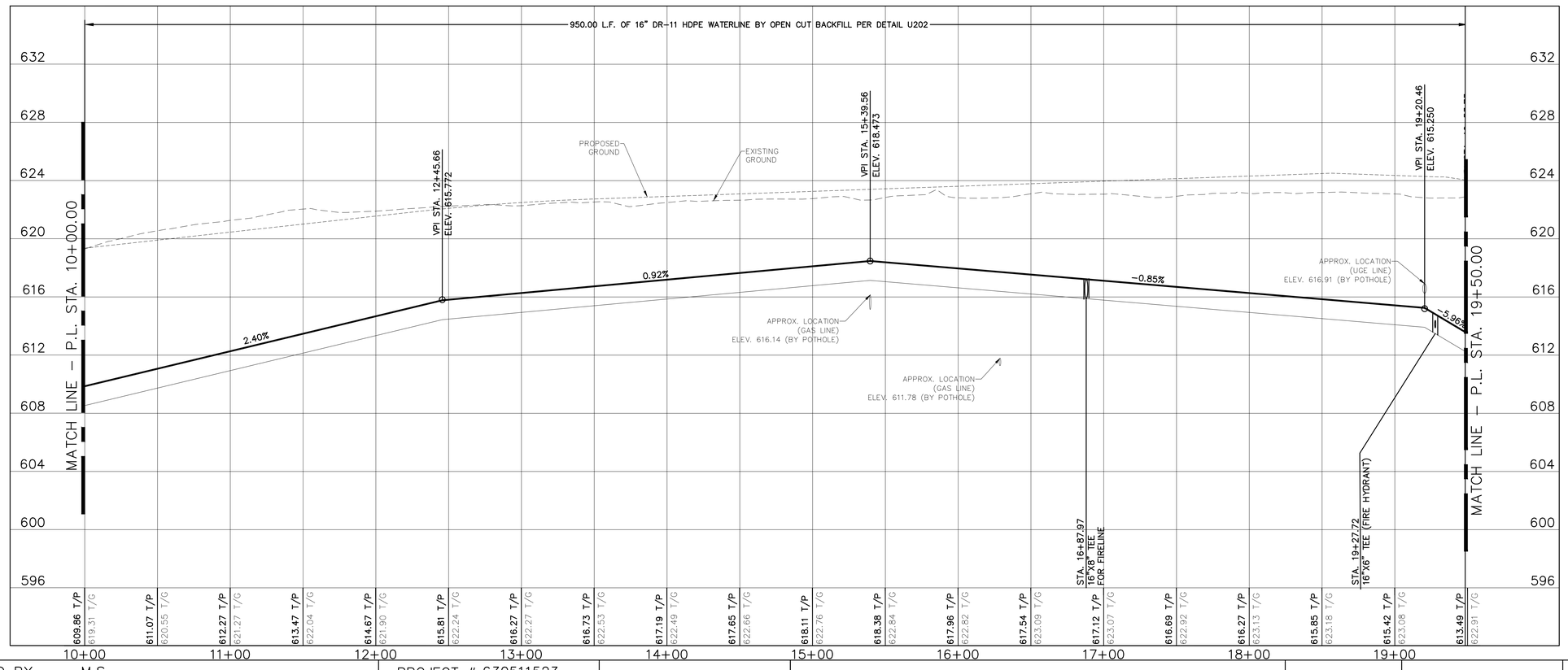
STA 0+00 TO STA 10+00.00

DATE NOV. 2024

SHEET No. 15 of 37

SCALE HOR 1"= 40' VER 1"= 4'







SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

CONTROL POINTS:

CP-3000
N-7122706.365
E-2371316.079
ELEV.-624.658

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.
5. EXISTING DME UTILITY BOX TO BE REMOVED/ABANDONED BY OTHERS. UNDERGROUND CONDUITS TO BE ABANDONED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

1 INSTALL NEW 2" WATER METER AND SERVICE

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

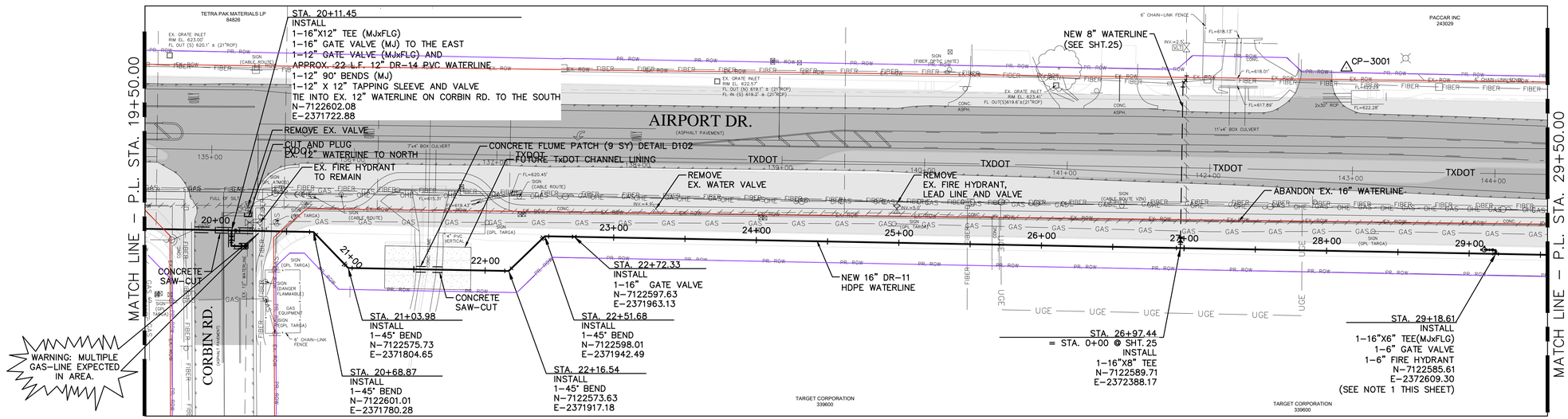
16" MAIN WATERLINE - WL1

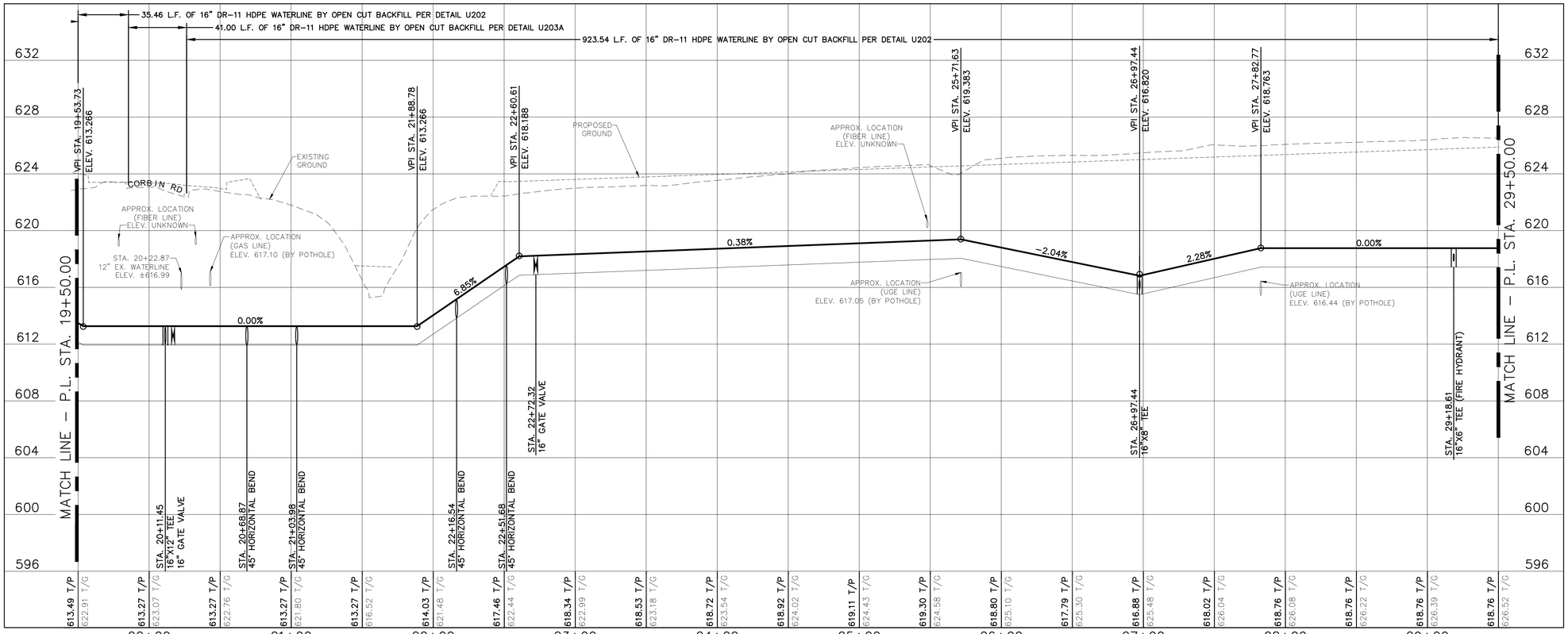
STA 10+00.00 TO STA 19+50.00

DATE
NOV. 2024

SHEET No.
16 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'





40' 0' 40' 80'

SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

CONTROL POINTS:

CP–3001
N–7122716.231
E–2372504.652
ELEV.–626.634

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

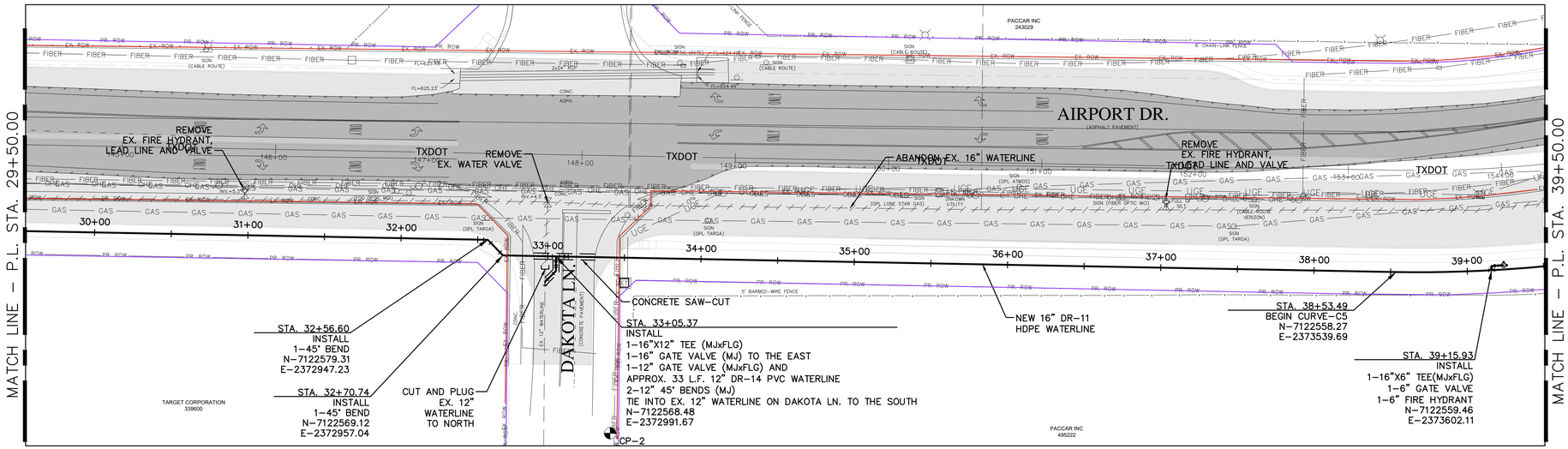
16" MAIN WATERLINE - WL1

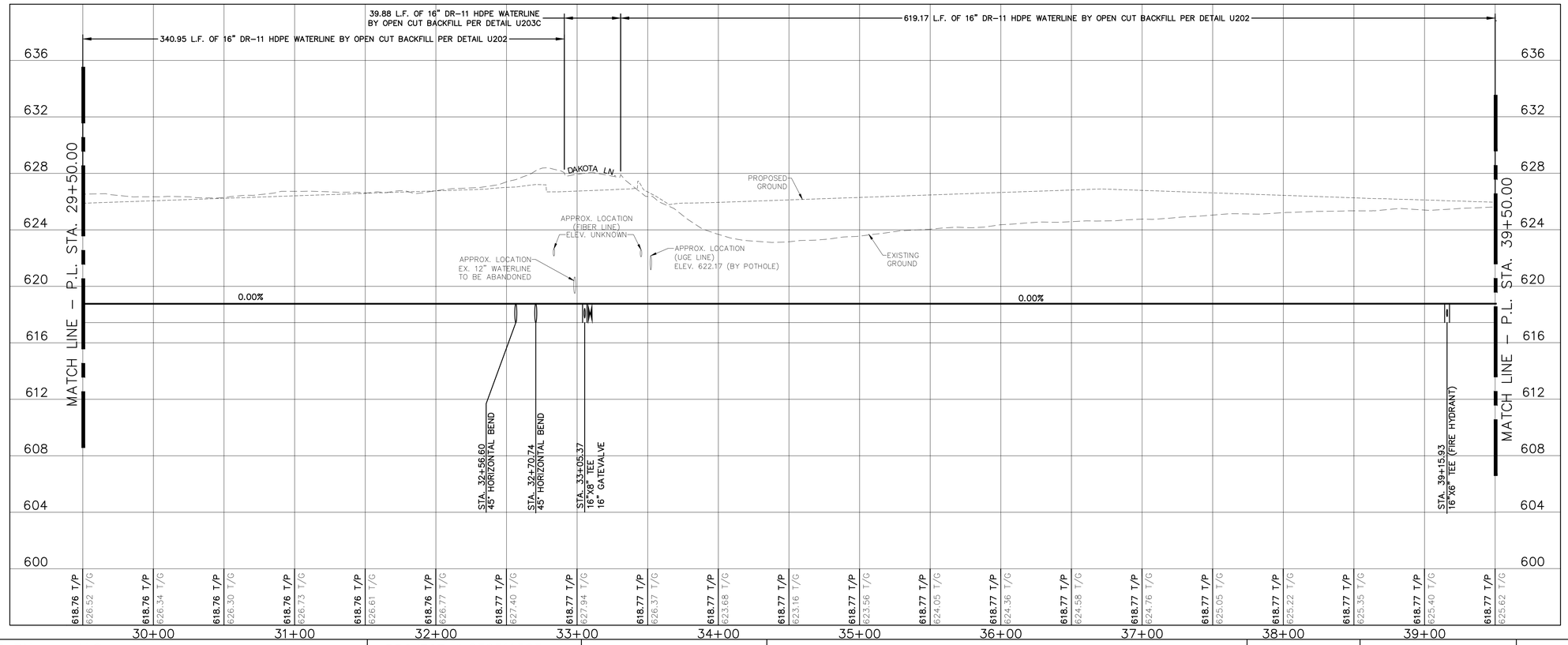
STA 19+50.00 TO STA 29+50.00

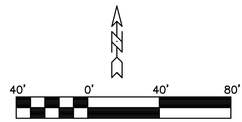
DATE
NOV. 2024

SHEET No.
17 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'







SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.
5. CONCRETE REPAIR OF DAKOTA LN. SHALL BE JUST THE WIDTH OF TRENCH AND NOT FULL PANEL REPLACEMENT.

CURVE TABLE

Curve	Radius	Length
C5	876.56'	508.65'

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

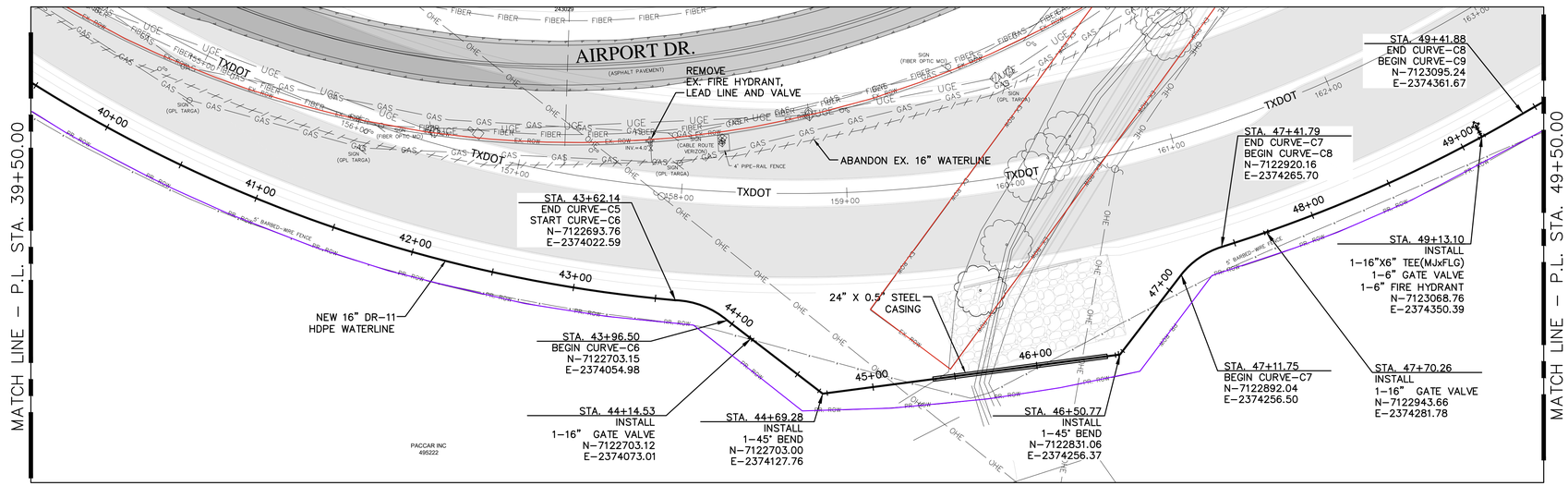
16" MAIN WATERLINE - WL1

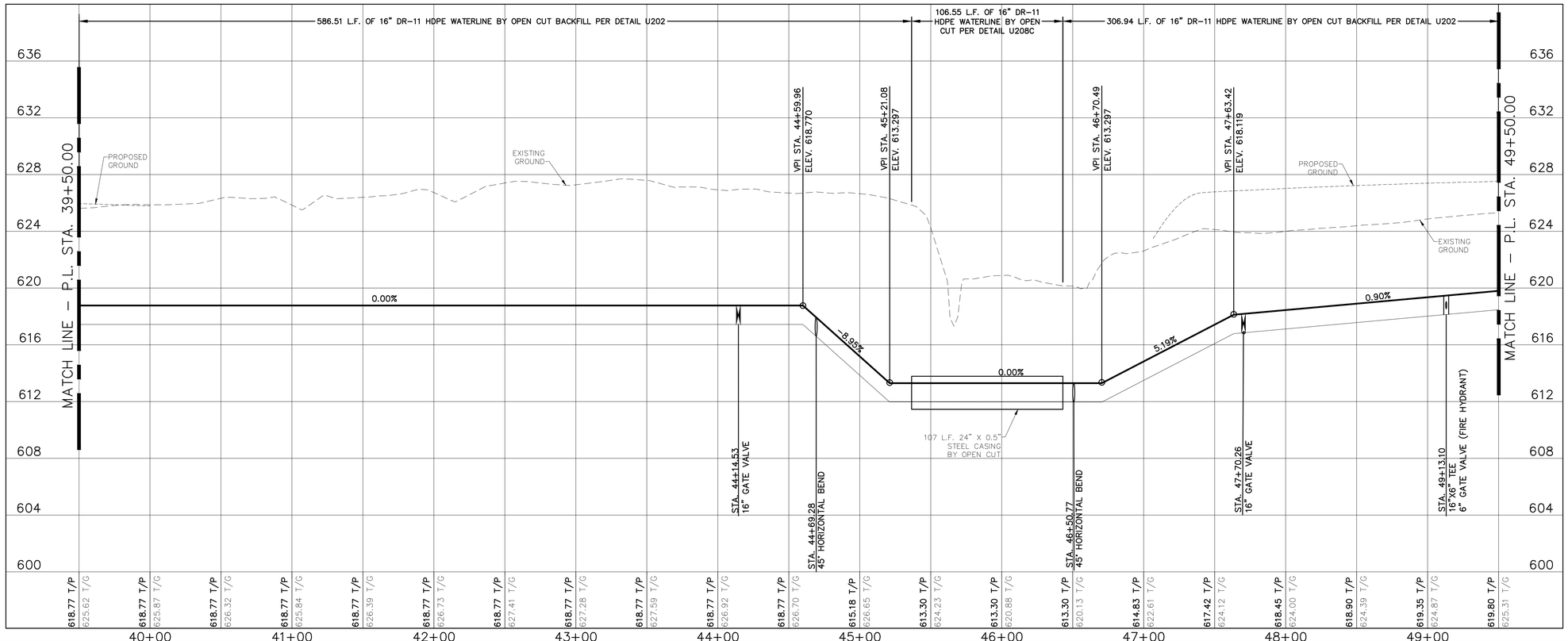
STA 29+50.00 TO STA 39+50.00

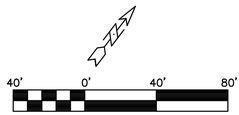
DATE NOV. 2024

SHEET No. 18 of 37

SCALE HOR 1"= 40' VER 1"= 4'







SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.

CURVE TABLE

Curve	Radius	Length
C5	876.56'	508.65'
C6	51.58'	34.36'
C7	50.05'	30.04'
C8	870.03'	200.09'
C9	729.84'	365.70'

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

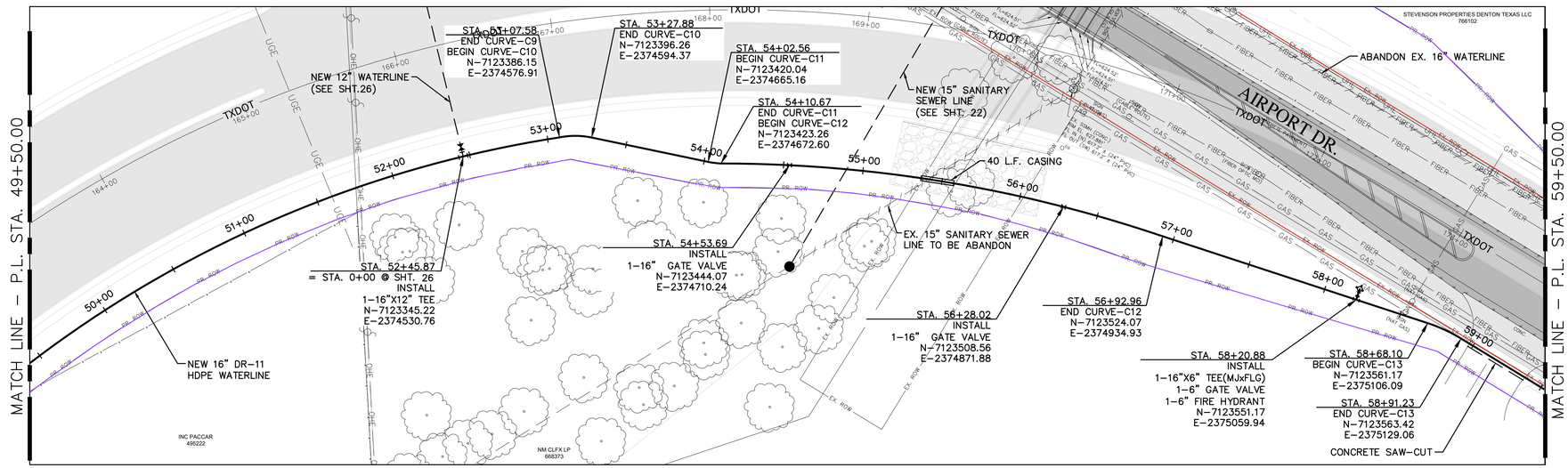
16" MAIN WATERLINE - WL1

STA 39+50.00 TO STA 49+50.00

DATE
NOV. 2024

SHEET No.
19 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'



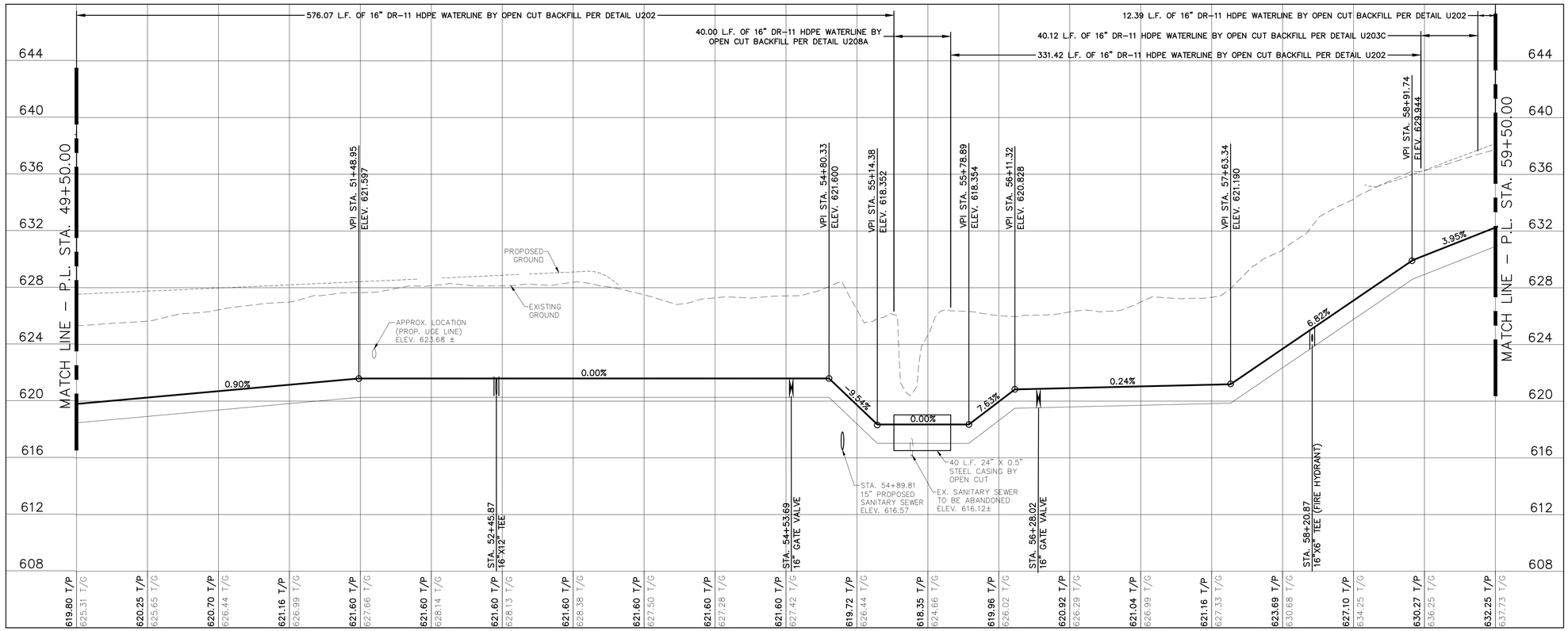


SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET



NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.
5. CONCRETE REPAIR SHALL BE JUST THE WIDTH OF TRENCH AND NOT FULL PANEL REPLACEMENT.

CURVE TABLE

Curve	Radius	Length
C9	729.84'	365.70'
C10	51.15'	20.30'
C11	50.00'	8.12'
C12	865.24'	282.29'
C13	100.00'	23.13'

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

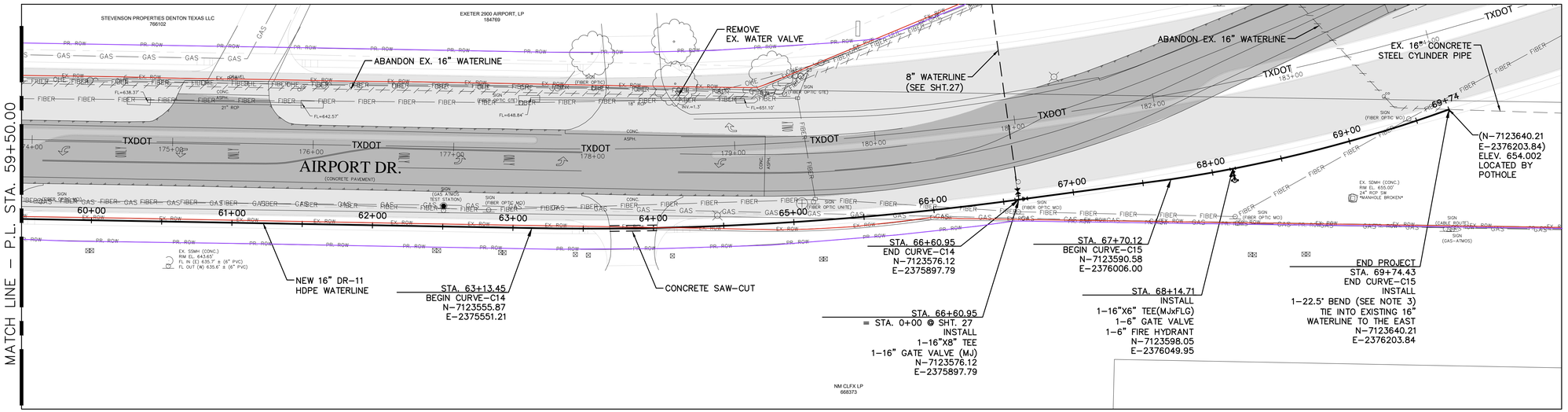
16" MAIN WATERLINE - WL1

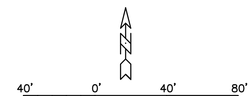
STA 49+50.00 TO STA 59+50.00

DATE
NOV. 2024

SHEET No.
20 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'



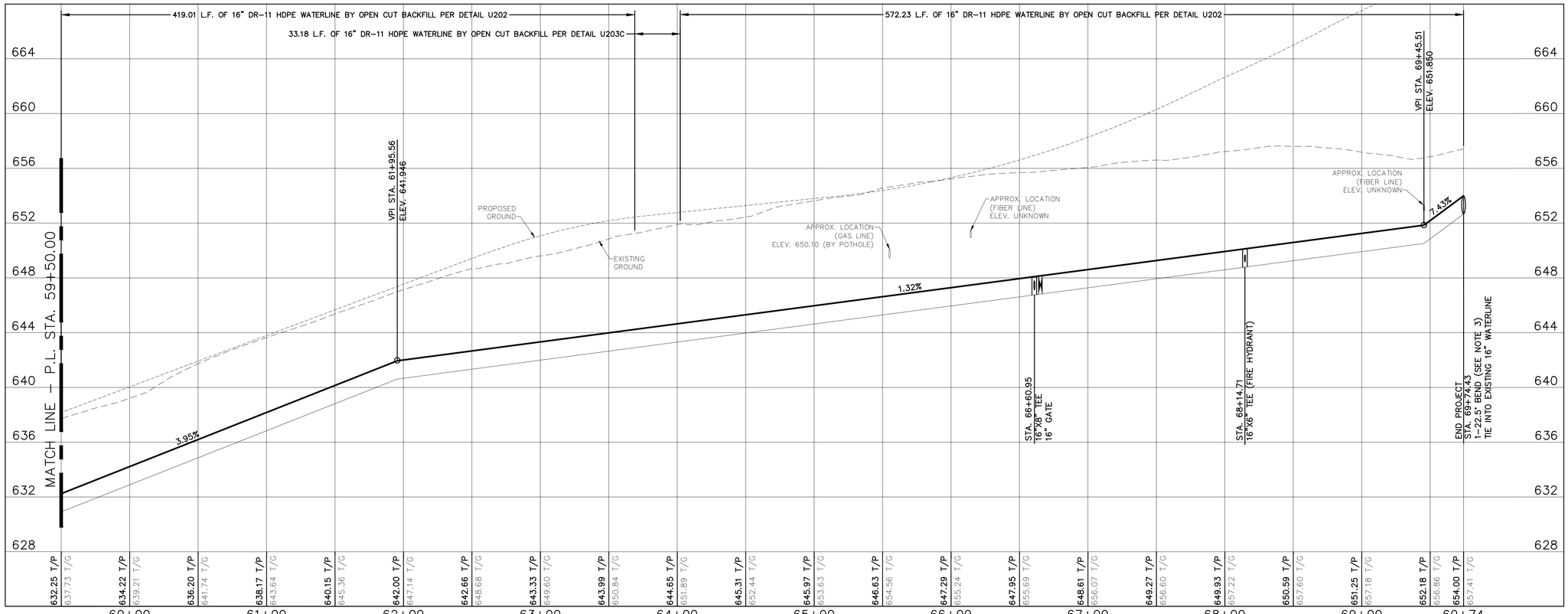


SYMBOL LEGEND

- AUTO SPRINKLER
- BENCHMARK
- BOLLARD
- CONTROL POINT
- ELECTRIC PULL BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- GAS METER
- GAS TEST STATION
- GAS VALVE
- GUY WIRE
- IRRIGATION CONTROL
- SANITARY SEWER MANHOLE
- POWER POLE
- SIGN/UTILITY MARKER
- SPRINKLER
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- TELEPHONE HAND HOLE
- TREE
- WATER VALVE
- WATER METER
- WATER VAULT
- WATER MANHOLE

EXISTING STREET

PROPOSED STREET



NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401. A FLANGED SHOE CONNECTION MAY BE USED IN LIEU OF THE STANDARD MJ CONNECTION TO ELIMINATE THE NEED FOR A LEAD LINE.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. 22.5° BEND WILL BE A CUSTOM MANUFACTURED FITTING THAT CAN JOIN THE EXISTING 16" CONCRETE STEEL CYLINDER PIPE TO THE PROPOSED 16" HDPE PIPE. HDPE CONNECTION SHALL MEET STANDARD DIP FITTING SIZING.
4. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
5. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.
6. CONCRETE REPAIR SHALL BE JUST THE WIDTH OF TRENCH AND NOT FULL PANEL REPLACEMENT.

CURVE TABLE

Curve	Radius	Length
C14	2276.71'	347.50'
C15	1033.70'	204.30'

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

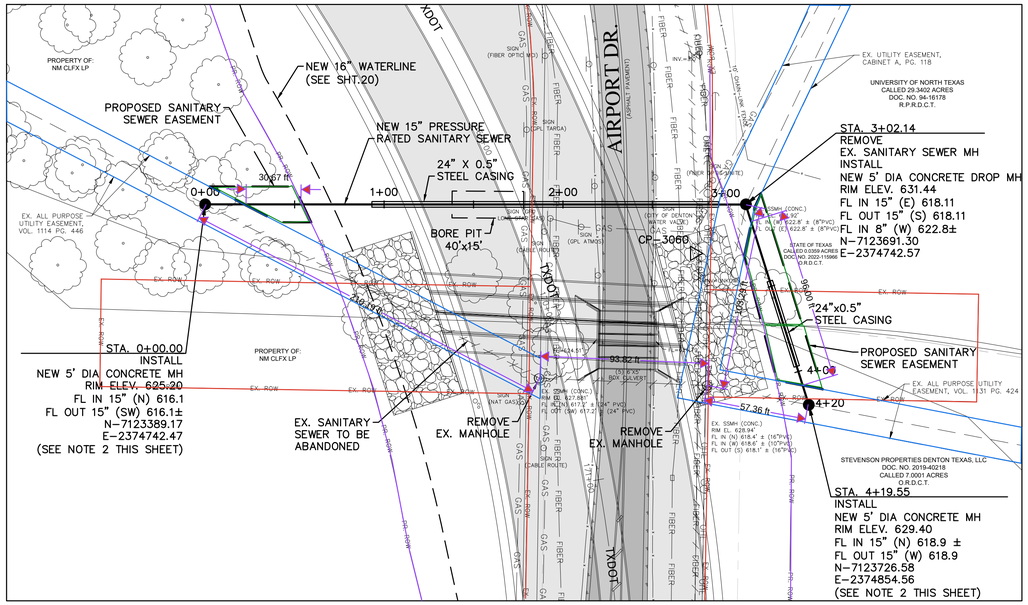
16" MAIN WATERLINE - WL1

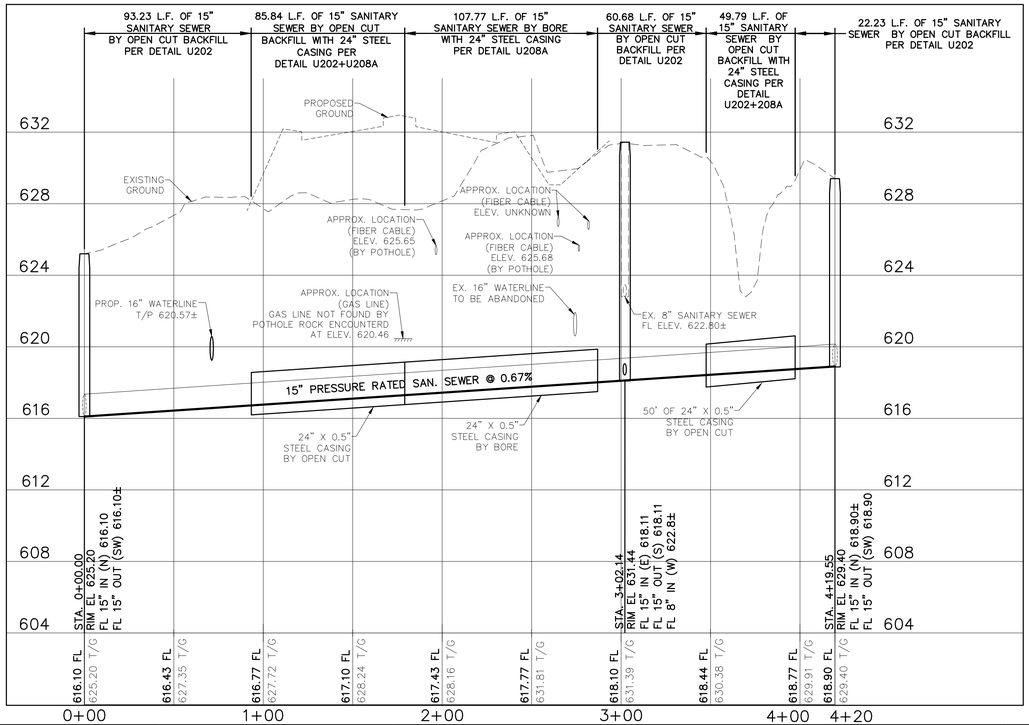
STA 59+50.00 TO STA 69+74.42

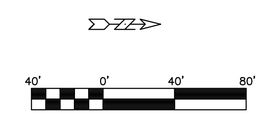
DATE
NOV. 2024

SHEET No.
21 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'







SYMBOL LEGEND

- AUTO SPRINKLER
- BENCHMARK
- BOLLARD
- CONTROL POINT
- E — ELECTRIC PULL BOX
- ELECTRIC MANHOLE
- EM — ELECTRIC METER
- ET — ELECTRIC TRANSFORMER
- FIRE HYDRANT
- GAS METER
- GAS TEST STATION
- GAS VALVE
- GUY WIRE
- IRRIGATION CONTROL
- SANITARY SEWER MANHOLE
- POWER POLE
- SIGN/UTILITY MARKER
- SPRINKLER
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- TELEPHONE HAND HOLE
- TREE
- WATER VALVE
- WATER METER
- WV — WATER VAULT
- WATER MANHOLE

EXISTING STREET

PROPOSED STREET

CONTROL POINTS:

CP-3060
N-7123662.76
E-2374769.859
ELEV.-629.049

NOTES:

1. THE TARGA GAS LINE AT APPROX. STA. 1+80 COULD NOT BE LOCATED BY POTHOLING. DEPTH OF LINE CANNOT BE CONFIRMED.
2. STUBOUT CONNECTIONS FOR NEW MANHOLES WITH EXISTING PIPE COUPLINGS PER SECTION 33 31 14 3.4.C. NO FLEXIBLE COUPLINGS ALLOWED.
3. BYPASS PUMPING CAPACITY REQUIRED – 2400gpm MAXIMUM.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

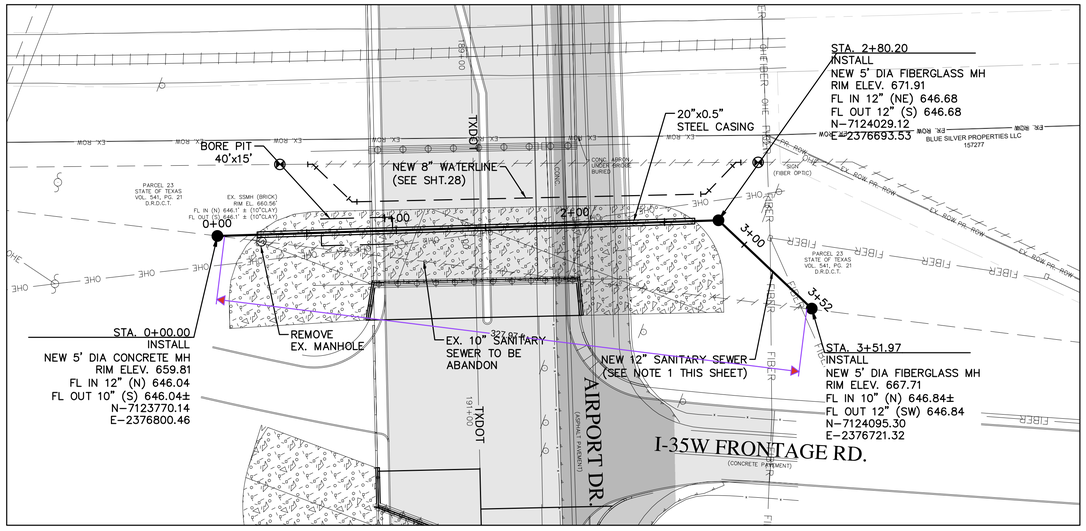
15" SANITARY SEWER - SS1

STA 0+00 TO STA 4+19.55

DATE
NOV. 2024

SHEET No.
22 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'

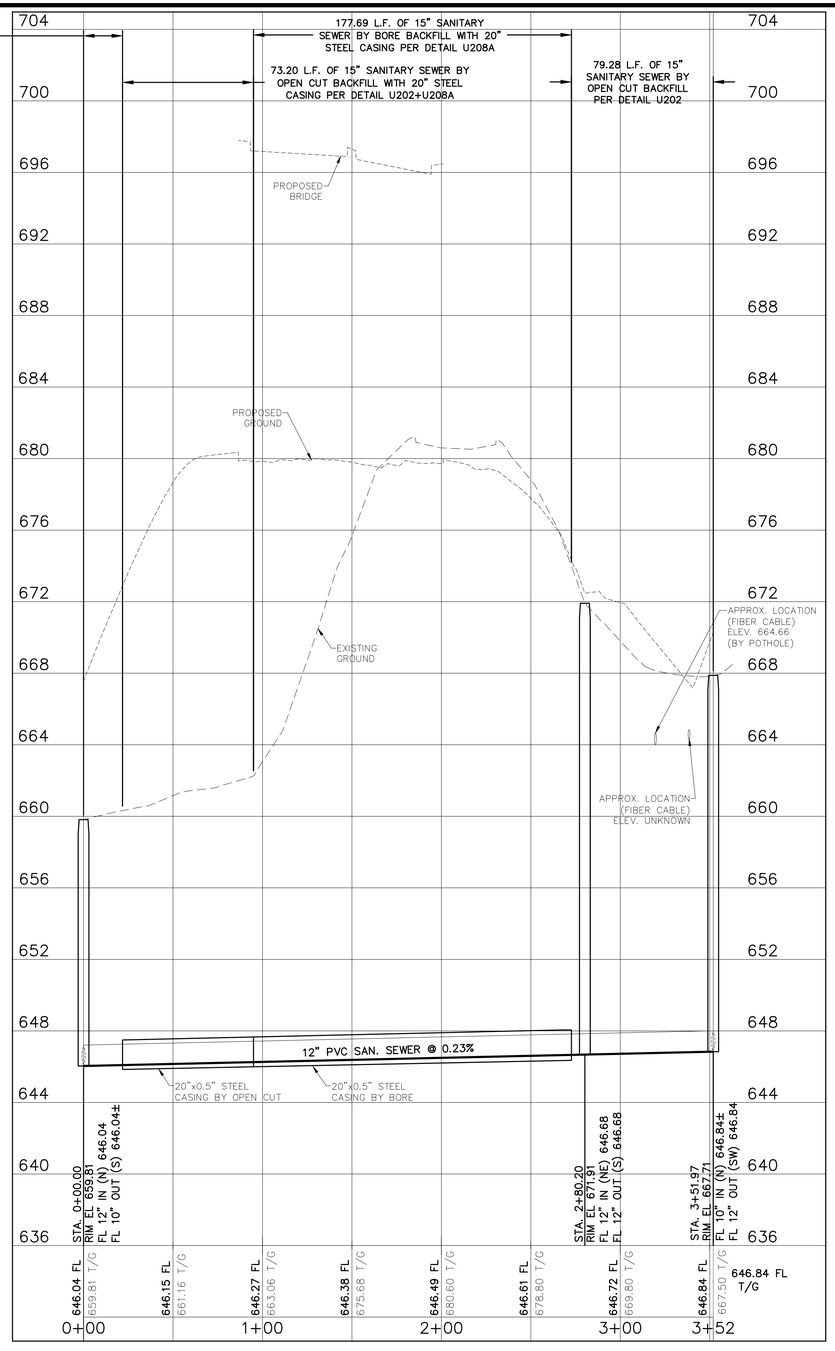


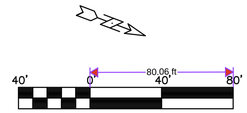
21.80 L.F. OF 12" SANITARY SEWER BY OPEN CUT BACKFILL PER DETAIL U202

177.69 L.F. OF 15" SANITARY SEWER BY BORE BACKFILL WITH 20" STEEL CASING PER DETAIL U208A

73.20 L.F. OF 15" SANITARY SEWER BY OPEN CUT BACKFILL WITH 20" STEEL CASING PER DETAIL U202+U208A

79.28 L.F. OF 15" SANITARY SEWER BY OPEN CUT BACKFILL PER DETAIL U202





SYMBOL LEGEND

- AUTO SPRINKLER
- BENCHMARK
- BOLLARD
- CONTROL POINT
- ELECTRIC PULL BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- GAS METER
- GAS TEST STATION
- GAS VALVE
- GUY WIRE
- IRRIGATION CONTROL
- SANITARY SEWER MANHOLE
- POWER POLE
- SIGN/UTILITY MARKER
- SPRINKLER
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- TELEPHONE HAND HOLE
- TREE
- WATER VALVE
- WATER METER
- WATER VAULT
- WATER MANHOLE

EXISTING STREET

PROPOSED STREET

NOTES:

1. CONTRACTOR MUST USE VERTICAL TRENCH SHORING BETWEEN STA. 2+72.60 AND END. NO BENCHING OR SLOPING ALLOWED.
2. BYPASS PUMPING CAPACITY REQUIRED ~500gpm MAXIMUM.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

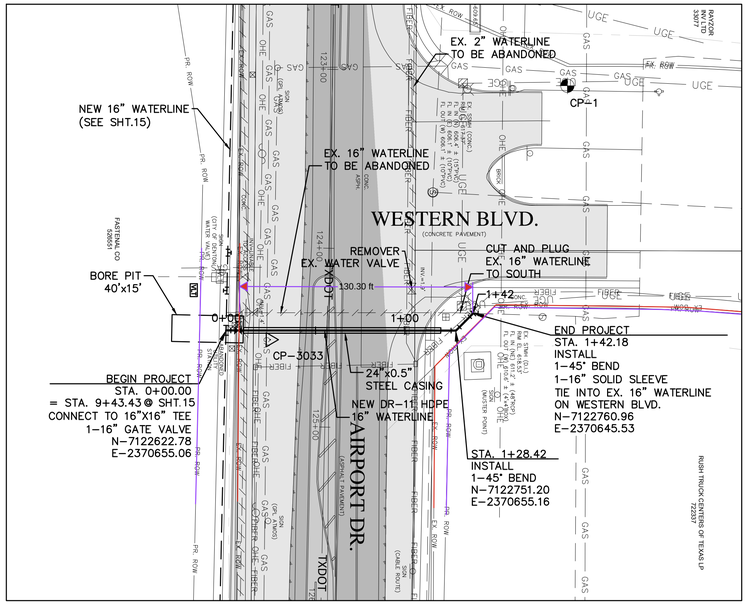
12" SANITARY SEWER - SS2

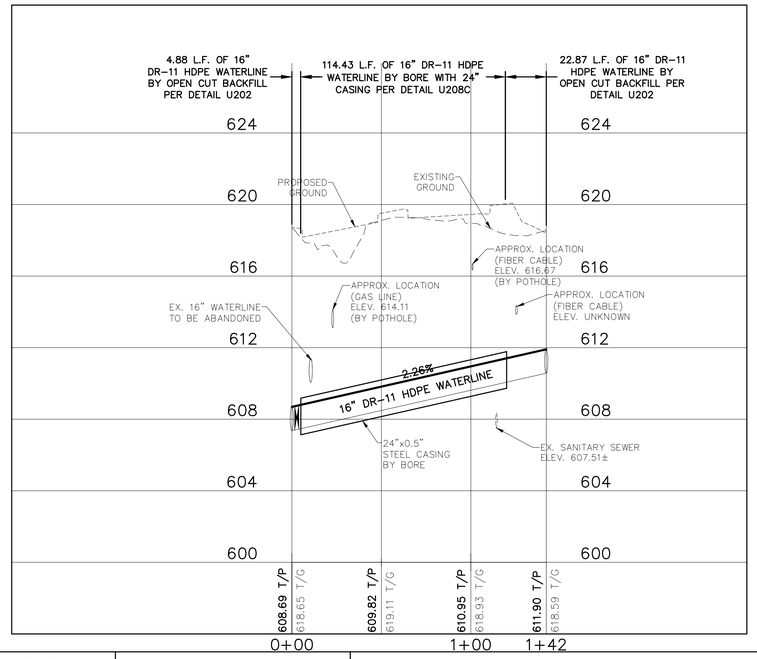
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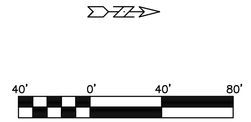
DATE
NOV. 2024

SHEET No.
23 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'







SYMBOL LEGEND

- AUTO SPRINKLER
- BENCHMARK
- BOLLARD
- CONTROL POINT
- ELECTRIC PULL BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- GAS METER
- GAS TEST STATION
- GAS VALVE
- GUY WIRE
- IRRIGATION CONTROL
- SANITARY SEWER MANHOLE
- POWER POLE
- SIGN/UTILITY MARKER
- SPRINKLER
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- TELEPHONE HAND HOLE
- TREE
- WATER VALVE
- WATER METER
- WATER VAULT
- WATER MANHOLE

EXISTING STREET

PROPOSED STREET

CONTROL POINTS:

CP-3033
N-7122647.523
E-2370660.275
ELEV.-616.617

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

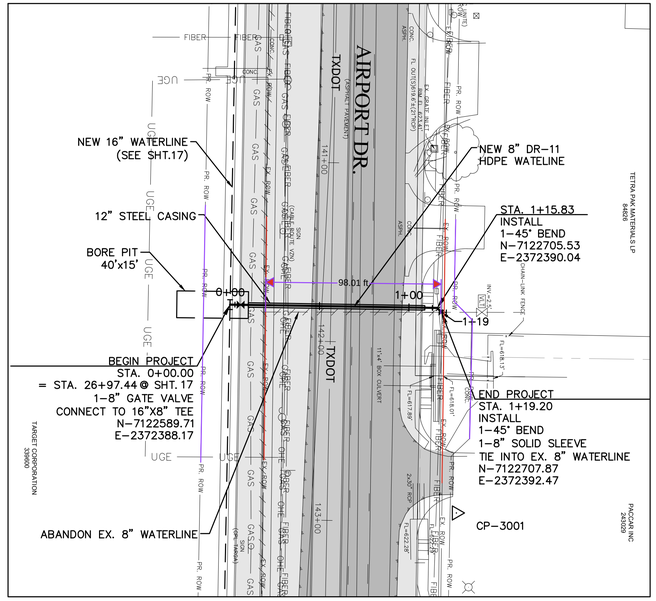
16" WATERLINE CROSSING - WL2

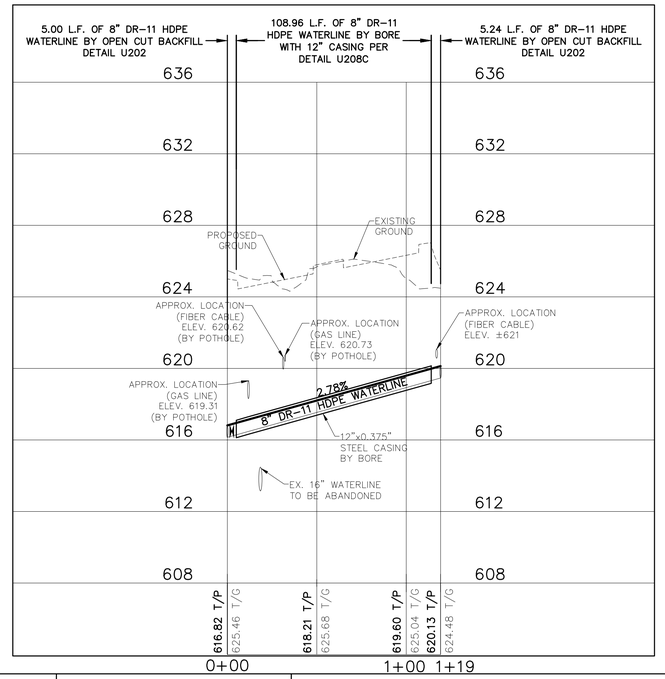
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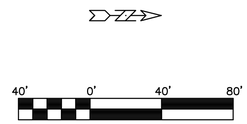
DATE
NOV. 2024

SHEET No.
24 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'







SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

CONTROL POINTS:

CP-3001
N-7122716.231
E-2372504.652
ELEV.-626.634

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

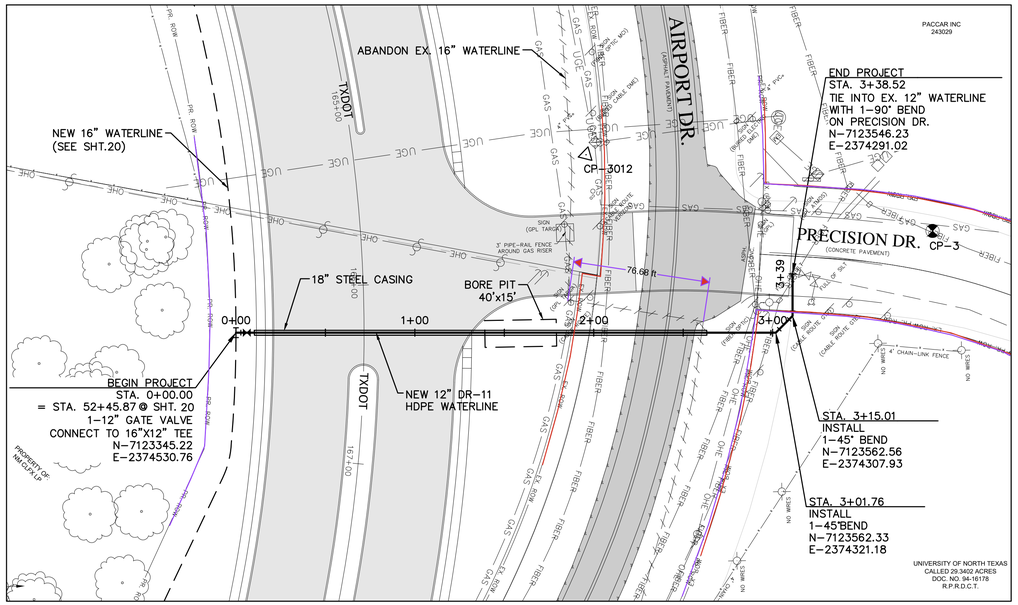
8" WATERLINE CROSSING - WL3

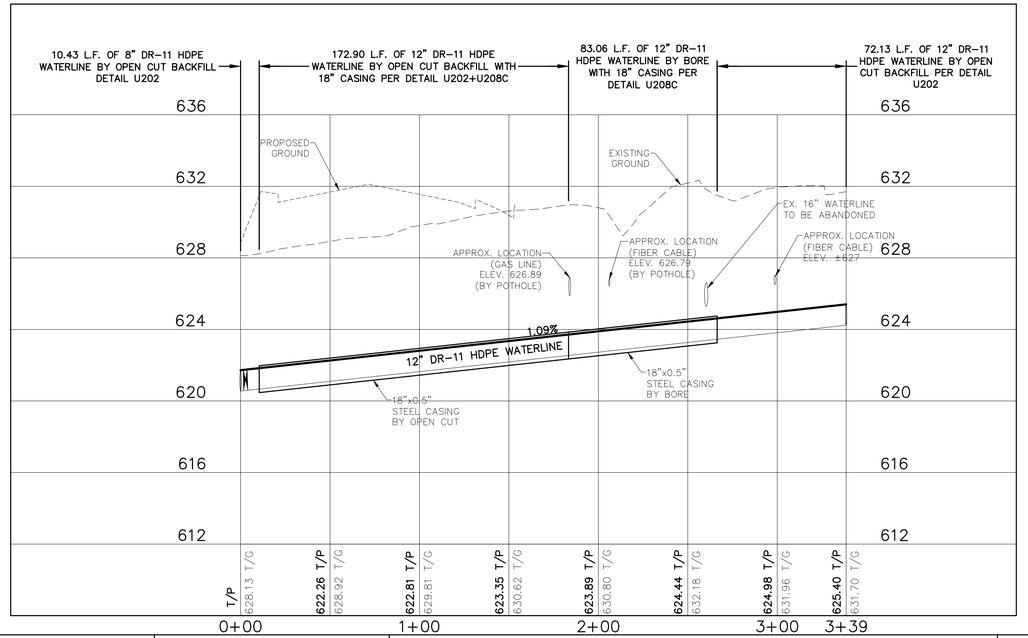
STA 0+00 TO STA 1+19.20

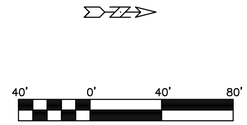
DATE
NOV. 2024

SHEET No.
25 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'







SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

CONTROL POINTS:

CP-3012
N-7123416.902
E-2374323.263
ELEV.-630.593

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

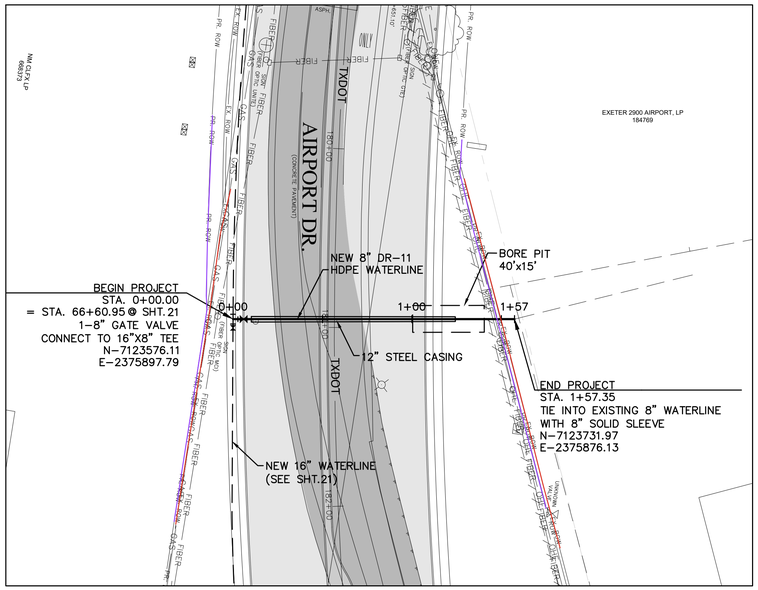
12" WATERLINE CROSSING - WL4

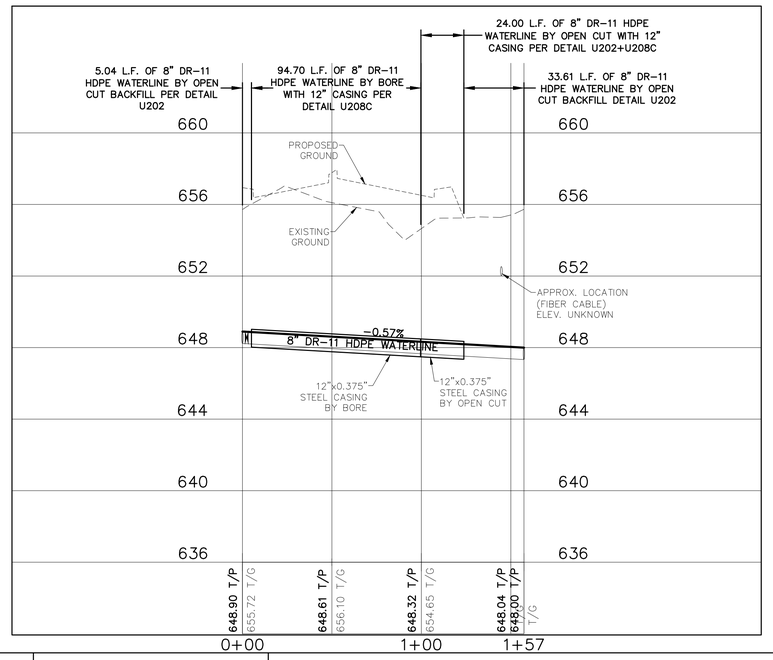
STA 0+00 TO STA 3+38.53

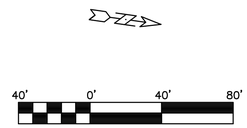
DATE
NOV. 2024

SHEET No.
26 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'







SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

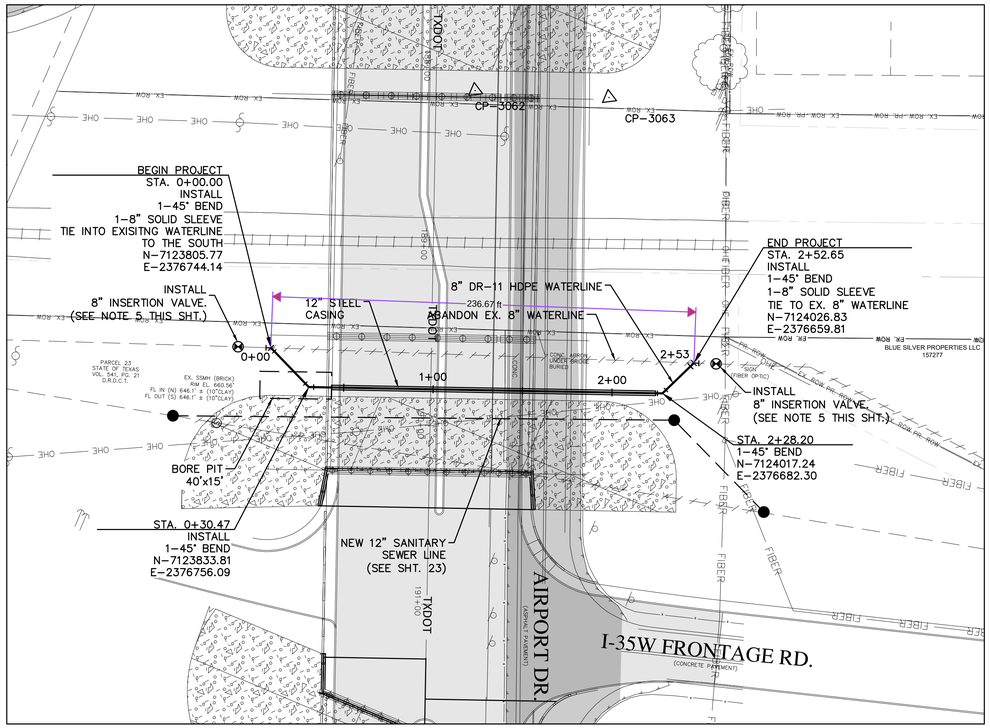
8" WATERLINE CROSSING - WL5

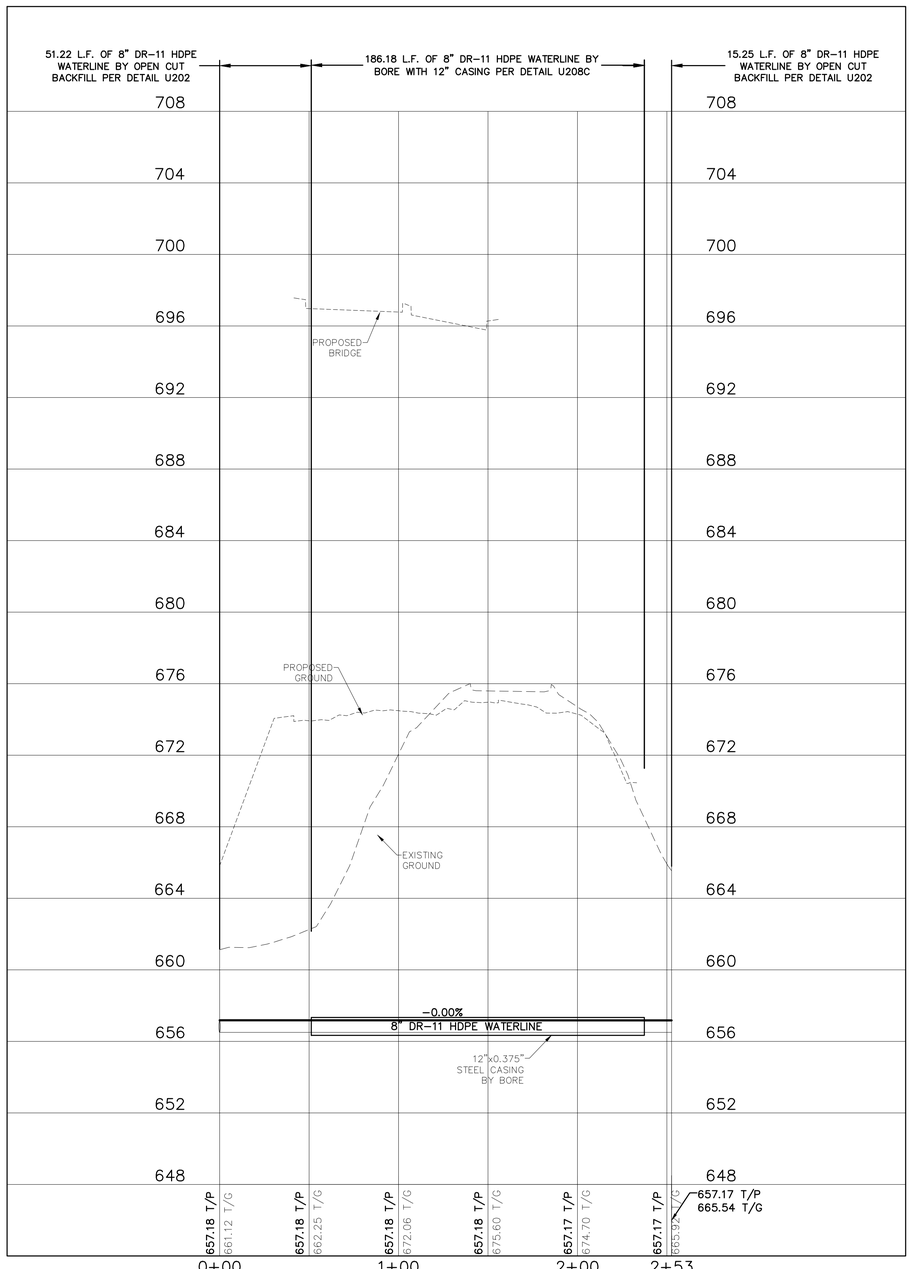
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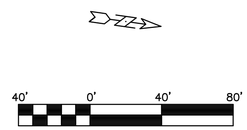
DATE
NOV. 2024

SHEET No.
27 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'







SYMBOL LEGEND

	AUTO SPRINKLER
	BENCHMARK
	BOLLARD
	CONTROL POINT
E	ELECTRIC PULL BOX
	ELECTRIC MANHOLE
EM	ELECTRIC METER
ET	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL
	SANITARY SEWER MANHOLE
	POWER POLE
	SIGN/UTILITY MARKER
	SPRINKLER
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	TELEPHONE HAND HOLE
	TREE
	WATER VALVE
	WATER METER
WV	WATER VAULT
	WATER MANHOLE

EXISTING STREET

PROPOSED STREET

CONTROL POINTS:

CP-3062	CP-3063
N-7123854.838	N-7123925.267
E-2376567.173	E-2376541.613
ELEV.-672.208	ELEV.-671.963

NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED BETWEEN PROPOSED B.O.C. AND THE PROPOSED SIDEWALK PER DETAIL W401.
2. VPI's WITH A TOTAL GRADE CHANGE THAT IS LESS THAN 41% (22.5° BEND) MAY BE MADE BY BENDING THE PIPE INSTEAD OF THE USE OF A FITTING. MINIMUM BENDING RADIUS FOR HDPE PIPE IS (50) FEET.
3. ALL ABANDONED VALVES SHALL HAVE THE VALVE STACK REMOVED AND APPROPRIATE SURFACE RESTORATION MADE.
4. ALL TEES ARE MJxFLG UNLESS OTHERWISE NOTED ON THE PLANS.
5. CONTRACTOR SHALL COORDINATE WITH COD WATER UTILITIES DEPARTMENT PRIOR TO ACQUIRING OR INSTALLING INSERTION VALVES . IF THE CITY CAN ISOLATE THE WATER LINE WITH EXISTING VALVES CLOSURES THE ISOLATION VALVES WILL NOT BE USED.

ENTERED BY	M.S.	PROJECT # 630511523	
DESIGNED BY	M.S.	DATE	REVISION
CHECKED BY	J.W.		
PROJ. ENGR.	J.W.		
PATH	S:\WATER ENGINEERING\ENGR\DESIGN\PROJECTS\FM1515\DESIGN\FM 1515 UTILITIES RELOCATING.DWG		

CITY OF DENTON
ENGINEERING SERVICES

FM 1515 UTILITY RELOCATIONS

8" WATERLINE CROSSING -WL6

STA 0+00 TO STA 2+52.65

DATE
NOV. 2024

SHEET No.
28 of 37

SCALE
HOR 1"= 40'
VER 1"= 4'

WATER VAULT INSTALLATION NOTES

W100

METER VAULT INSTALLATION NOTES:

1. PIPE, METER SIZE AND VAULT SHALL BE APPROVED BY THE WATER UTILITIES DEPARTMENT DURING REVIEW PROCESS.

2. PREFABRICATED OR POURED IN PLACE VAULTS SHALL HAVE PRE CAST–CLASS H OR POURED–CLASS S CONCRETE, REINFORCED WITH MINIMUM #4 O.C.E.W.

3. METER VAULT MUST BE LOCATED BEHIND CURB AND OUT OF VEHICLE/PEDESTRIAN TRAFFIC, IN THE WATER UTILITY EASEMENT OR PUBLIC R.O.W. EASEMENT OR R.O.W. AREA MUST ACCOMODATE A MINIMUM 30" BEYOND EACH SIDE OF THE VAULT. METER VAULT TO BE PLACED IN A PROTECTED GRASSY AREA.

4. MAINLINE AND BYPASS VALVES WILL BE RESILIENT SEAT TYPE WITH CORROSION RESISTANT FUSION BONDED EPOXY COATING INSIDE AND OUT, NON–RISING STEM. ALL VALVES IN THE VAULT WILL HAVE HANDWHEELS. CUSTOMER VALVES SHALL BE LOCATED OUTSIDE OF VAULT AND EASEMENTS. ALL VALVES SHALL BE RIGHT–HAND TURN CLOSE.

5. ALL METERS SHALL BE INSTALLED WITH A REGISTER THAT ALLOWS TOUCH PADS TO BE INSTALLED ON THE LID FOR READING PURPOSES. ALL METERS SHALL BE INSTALLED WITH STRAINERS ON THE INLET SIDE OF THE METER.

6. HATCH OPENING WILL BE ¼" ALUMINUM DIAMOND PLATE COVER WITH EXTRUDED ALUMINUM FRAME. HATCH TO BE FURNISHED WITH TYPE 316 STAINLESS STEEL SNAP AND LOCK WITH BRASS HINGES.

7. ALL VAULTS OVER 4 FT. IN DEPTH SHALL HAVE A LADDER INSTALLED AND SECURED TO THE VAULT WALL AT HATCH ENTRY.

8. VAULT BEDDING SHALL BE GRADE 4 STANDARD CRUSHED AGGREGATE, 1 IN. SIEVE.

9. THE TOP OF METER VAULT SHALL BE SET AT AN ELEVATION SUCH THAT THE SURROUNDING GROUND SLOPES AWAY FROM THE VAULT.

10. FOR WATER METER VAULT INSTALLATIONS WHERE THE METER IS NOT EQUIPPED WITH AN INTEGRAL TEST PORT, A SEPARATE SPOOL PIECE WILL BE PROVIDED BETWEEN THE METER AND THE DOWNSTREAM GATE VALVE. THE SPOOL PIECE WILL BE EQUIPPED WITH A TEST PORT AND THREADED BRASS PLUG SIZED PER THE MANUFACTURER'S REQUIREMENTS OR AS FOLLOWS.

11. WHERE NOT SPECIFICALLY NOTED, ALL FLANGED PIPE SHALL BE DUCTILE IRON PIPE WITH DUCTILE IRON FLANGES THREADED ON.

12. ALL METER LEADS FOR METERS 3" AND LARGER SHALL HAVE AN ISOLATION VALVE RESTRAINED TO THE MAINLINE AT THE TEE OR TAPPING SLEEVE.

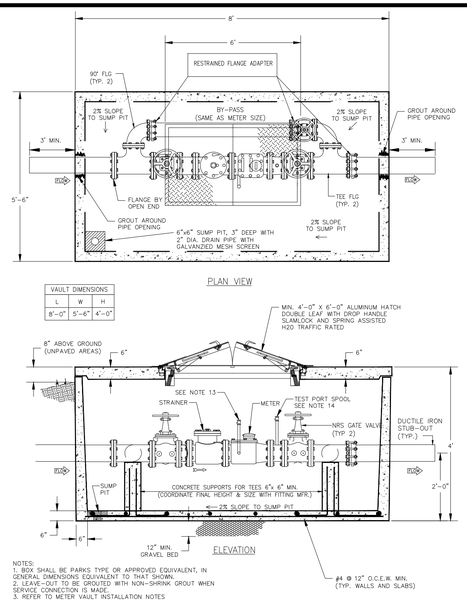
13. FOR METERS WITH AN INTEGRAL TEST PORT, BRASS SAMPLING PIPE SIZE SHALL MATCH THE TEST PORT SIZE. IF THE TEST PORT IS ON THE SIDE OF THE METER, THE SAMPLING PIPE SHALL CONSIST OF (1) 4" LONG THREADED 90° BEND, (1) 6" LONG THREADED NIPPLE AND (1) BALL VALVE OF THE APPROPRIATE SIZE. IF THE TEST PORT IS ON THE TOP OF THE METER, THE SAMPLING PIPE SHALL CONSIST OF (1) 6" LONG THREADED NIPPLE AND (1) BALL VALVE OF THE APPROPRIATE SIZE.

14. FOR METERS WITHOUT AN INTEGRAL TEST PORT, THE SAMPLING PIPE SHALL EXTEND FROM THE TOP OF THE TEST PORT SPOOL PIECE WITH (1) 6" LONG NIPPLE AND (1) BALL VALVE OF THE APPROPRIATE SIZE.

METER SIZE	TEST PORT
3"	1½"
4"	2"
6"	2"
>8"	3"

3" AND 4" METER VAULTS

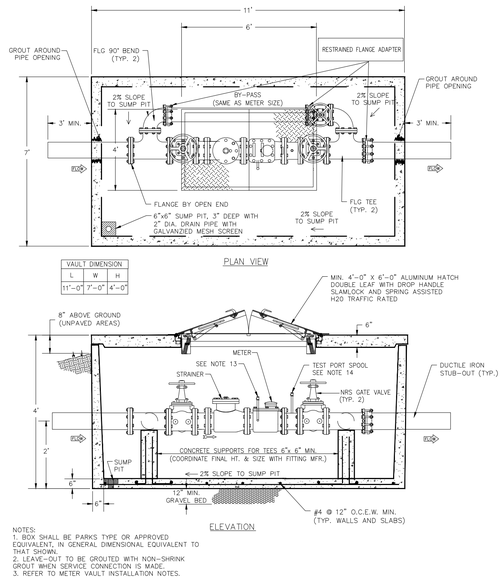
W101



NOTES:
1. BOX SHALL BE PARKS TYPE OR APPROVED EQUIVALENT, IN GENERAL DIMENSIONS EQUIVALENT TO THAT SHOWN.
2. LEAVE–OUT TO BE GROUTED WITH NON–SHRINK GROUT WHEN SERVICE CONNECTION IS MADE.
3. REFER TO METER VAULT INSTALLATION NOTES

6" METER VAULT

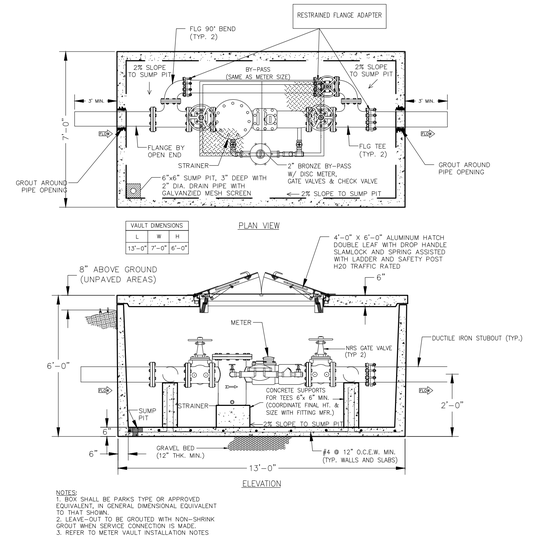
W102



NOTES:
1. BOX SHALL BE PARKS TYPE OR APPROVED EQUIVALENT, IN GENERAL DIMENSIONAL EQUIVALENT TO THAT SHOWN.
2. LEAVE–OUT TO BE GROUTED WITH NON–SHRINK GROUT WHEN SERVICE CONNECTION IS MADE.
3. REFER TO METER VAULT INSTALLATION NOTES.

6" AND 8" FIRE SERVICE METER VAULTS

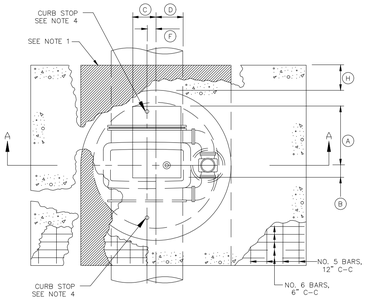
W103



NOTES:
1. BOX SHALL BE PARKS TYPE OR APPROVED EQUIVALENT, IN GENERAL DIMENSIONAL EQUIVALENT TO THAT SHOWN.
2. LEAVE–OUT TO BE GROUTED WITH NON–SHRINK GROUT WHEN SERVICE CONNECTION IS MADE.
3. REFER TO METER VAULT INSTALLATION NOTES

VAULT CONSTRUCTION VERTICAL GATE VALVE 24" AND LARGER

W104

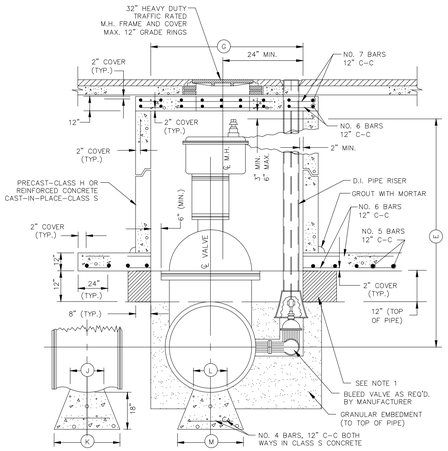


GATE VALVE SIZE	DIMENSION TABLE											
	A	B	C	D	E	F	G	H	J	K	L	M
16"	20"	20"	12"	12"	44 1/2"	1"	48"	12"	10"	24"	12"	16"
18"	20"	20"	12"	12"	51 3/8"	2"	48"	12"	12"	24"	12"	18"
20"	22"	18"	12"	12"	56 5/8"	1"	54"	12"	12"	24"	16"	20"
24"	26"	14"	12"	12"	64 3/8"	1"	60"	18"	14"	30"	18"	24"
30"	28"	12"	12"	12"	80 5/8"	3"	66"	18"	18"	30"	20"	30"

NOTES:
1. POLYURETHANE CUSHION PAD.
2. FOR 24" AND LARGER VALVES, PROVIDE SPUR GEAR AND VAULT.
3. FOR 30" AND LARGER VALVES, PROVIDE AND INTEGRALLY CAST BYPASS.
4. PROVED 2" CORPORATION AND CURB STOPS A MAX. OF 12" FROM EACH END OF GATE VALVE.

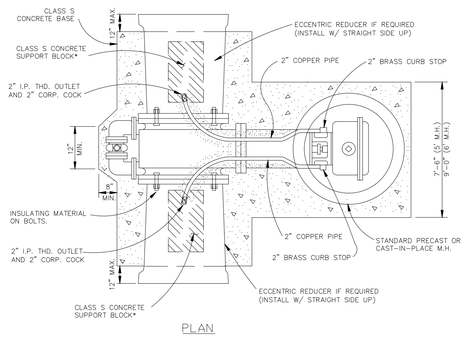
VAULT CONSTRUCTION VERTICAL GATE VALVE 24" AND LARGER

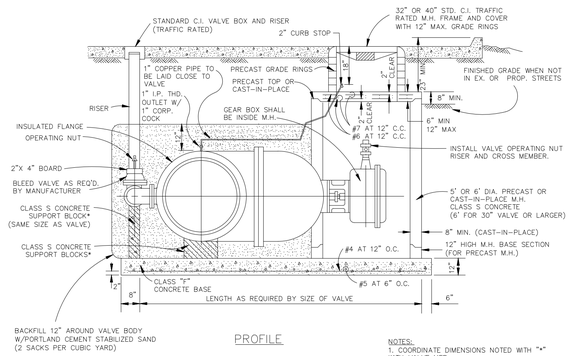
W105



VAULT CONSTRUCTION HORIZONTAL GATE VALVE 24" AND LARGER

W106A





NOTES:
1. COORDINATE DIMENSIONS NOTED WITH "*" WITH VALVE MFR.
2. FOR 24" AND LARGER VALVES, PROVIDE SPUR GEAR AND VAULT.
3. FOR 30" AND LARGER VALVES, PROVIDE AND INTEGRALLY CAST BYPASS.

W106B

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
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PROJ. ENGR.		
PATH S:\Water Engineering\Engr\Design\Standard Details\water details\Water Details Sheet 1–3.dwg		

CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

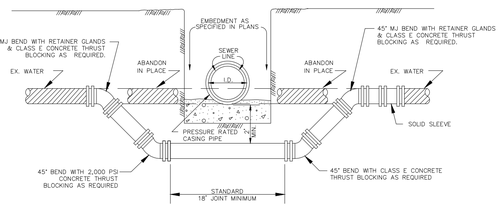
WATER DETAILS

DATE
NOV. 2023

SHEET No.
29 of 37

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

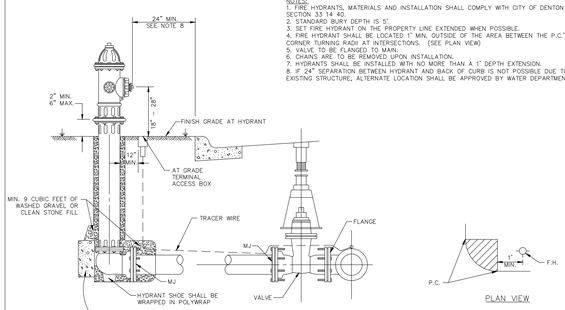
CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.



NOTES:
1. ONE SEGMENT OF THE WASTEWATER LINE SHALL BE CENTERED OVER THE WATER LINE SUCH THAT THE JOINTS OF THE WASTEWATER LINE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WATER LINE.
2. WASTEWATER PIPE MUST BE PRESSURE RATED ACCORDING TO TCEQ 217.53.5.B OR BE ENCASED IN A PRESSURE RATED CASING PIPE ACCORDING TO TCEQ 217.53.5.A.
3. WATER AND WASTEWATER LINES MUST PASS A PRESSURE AND LEAKAGE TEST PER CITY OF DENTON SPEC. SECTION 33 01 10.

EXISTING WATER MAIN LOWERING UNDER NEW SANITARY SEWER

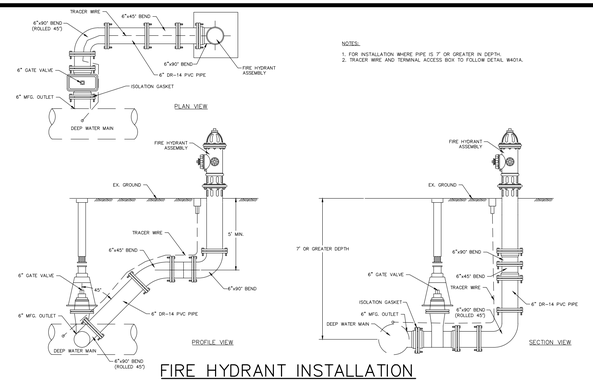
W301



NOTES:
1. FIRE HYDRANTS, MATERIALS AND INSTALLATION SHALL COMPLY WITH CITY OF DENTON SPEC. SECTION 33 14 40.
2. STANDARD BURY DEPTH IS 5'.
3. SET FIRE HYDRANT ON THE PROPERTY LINE EXTENDED WHEN POSSIBLE.
4. FIRE HYDRANT SHALL BE LOCATED 1' MIN. OUTSIDE OF THE AREA BETWEEN THE P.C.'S OF THE CORNER TURNING RADII AT INTERSECTIONS. (SEE PLAN VIEW)
5. VALVE TO BE FLANGED TO MAIN.
6. CHAINS ARE TO BE REMOVED UPON INSTALLATION.
7. HYDRANTS SHALL BE INSTALLED WITH NO MORE THAN A 1' DEPTH EXTENSION.
8. IF 24" SEPARATION BETWEEN HYDRANT AND BACK OF CURB IS NOT POSSIBLE DUE TO AN EXISTING STRUCTURE, ALTERNATE LOCATION SHALL BE APPROVED BY WATER DEPARTMENT.

FIRE HYDRANT INSTALLATION

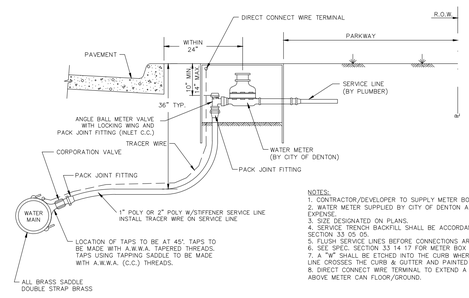
W401A



NOTES:
1. FOR INSTALLATION WHERE PIPE IS 7' OR GREATER IN DEPTH.
2. TRACER WIRE AND TERMINAL ACCESS BOX TO FOLLOW DETAIL W401A.

FIRE HYDRANT INSTALLATION SWIVEL/DEEP MAIN INSTALLATION

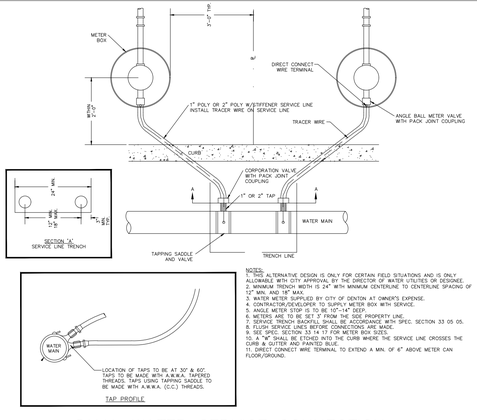
W401B



NOTES:
1. CONTRACTOR/DEVELOPER TO SUPPLY METER BOX WITH SERVICE.
2. WATER METER SUPPLIED BY CITY OF DENTON AT OWNER'S EXPENSE.
3. SIZE DESIGNATED ON PLANS.
4. SERVICE TRENCH BACKFILL SHALL BE ACCORDANCE WITH SECTION 33 05 05.
5. FLUSH SERVICE LINES BEFORE CONNECTIONS ARE MADE.
6. SEE SPEC. SECTION 33 14 17 FOR METER BOX SIZES.
7. A "W" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED BLUE.
8. DIRECT CONNECT WIRE TERMINAL TO EXTEND A MIN. OF 6" ABOVE METER CAN FLOOR/GROUND.

TYPICAL WATER SERVICE CONNECTION

W501A

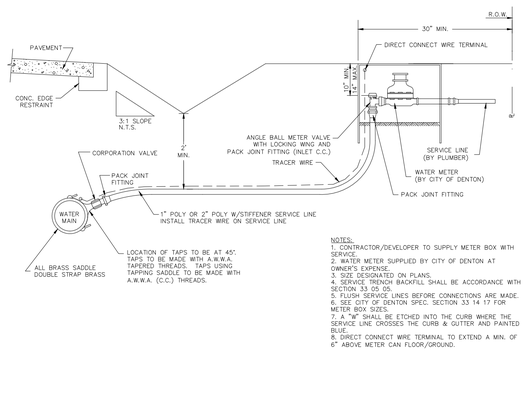


NOTES:
1. THIS ALTERNATIVE DESIGN IS ONLY FOR CERTAIN FIELD SITUATIONS AND IS ONLY ALLOWABLE WITH CITY APPROVAL BY THE DIRECTOR OF WATER UTILITIES OR DESIGNEE.
2. MINIMUM TRENCH WIDTH IS 24" WITH MINIMUM CENTERLINE TO CENTERLINE SPACING OF 12" MIN. AND 18" MAX.
3. WATER METER SUPPLIED BY CITY OF DENTON AT OWNER'S EXPENSE.
4. CONTRACTOR/DEVELOPER TO SUPPLY METER BOX WITH SERVICE.
5. ANGLE METER STOP IS TO BE 10"-14" DEEP.
6. METERS ARE TO BE SET 3' FROM THE SIDE PROPERTY LINE.
7. SERVICE TRENCH BACKFILL SHALL BE ACCORDANCE WITH SPEC. SECTION 33 05 05.
8. FLUSH SERVICE LINES BEFORE CONNECTIONS ARE MADE.
9. SEE SPEC. SECTION 33 14 17 FOR METER BOX SIZES.
10. A "W" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED BLUE.
11. DIRECT CONNECT WIRE TERMINAL TO EXTEND A MIN. OF 6" ABOVE METER CAN FLOOR/GROUND.

DUAL WATER SERVICE CONNECTION WITH 1" INSTALLATION

*** WITH CITY APPROVAL ONLY**

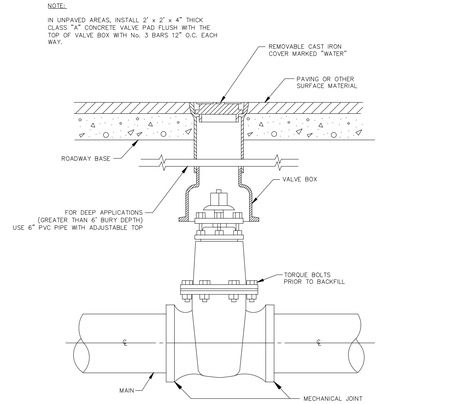
W501B



NOTES:
1. CONTRACTOR/DEVELOPER TO SUPPLY METER BOX WITH SERVICE.
2. WATER METER SUPPLIED BY CITY OF DENTON AT OWNER'S EXPENSE.
3. SIZE DESIGNATED ON PLANS.
4. SERVICE TRENCH BACKFILL SHALL BE ACCORDANCE WITH SECTION 33 05 05.
5. FLUSH SERVICE LINES BEFORE CONNECTIONS ARE MADE.
6. SEE CITY OF DENTON SPEC. SECTION 33 14 17 FOR METER BOX SIZES.
7. A "W" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED BLUE.
8. DIRECT CONNECT WIRE TERMINAL TO EXTEND A MIN. OF 6" ABOVE METER CAN FLOOR/GROUND.

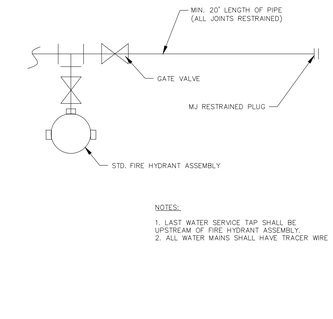
RURAL/SUBURBAN WATER SERVICE CONNECTION

W501C



DIRECT BURY GATE VALVE (4" TO 20") BOX

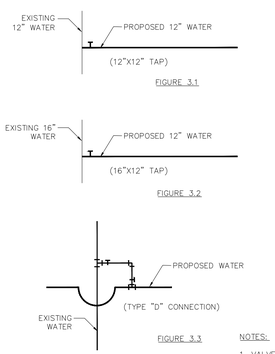
W601



NOTES:
1. LAST WATER SERVICE TAP SHALL BE UPSTREAM OF FIRE HYDRANT ASSEMBLY.
2. ALL WATER MAINS SHALL HAVE TRACER WIRE

WATER MAIN TERMINATION ASSEMBLY

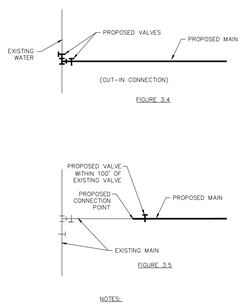
W603



NOTES:
1. VALVES ON TEES SHALL BE FLANGED.
2. ALL WATER MAINS SHALL HAVE TRACER WIRE.

TYPICAL TAPPING SLEEVE AND VALVE AND "D" CONNECTION

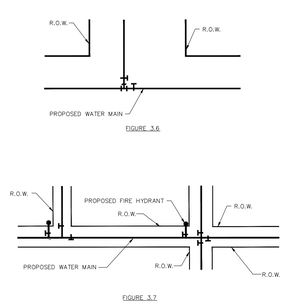
PIAZ13



NOTES:
1. VALVE ON TEE SHALL BE FLANGED.
2. ALL WATER MAINS SHALL HAVE TRACER WIRE.

TYPICAL CUT-IN CONNECTIONS

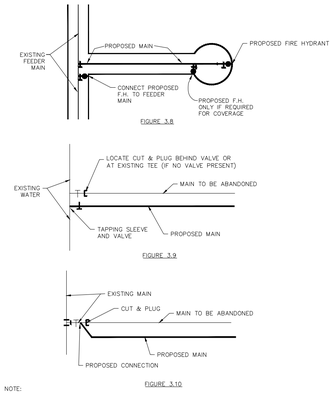
PIAZ14



NOTES:
1. VALVES ON TEES SHALL BE FLANGED.
2. ALL WATER MAINS SHALL HAVE TRACER WIRE.

TYPICAL VALVE PLACEMENT

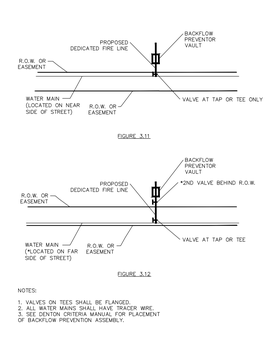
PIAZ15



NOTE:
ALL WATER MAINS SHALL HAVE TRACER WIRE.

TYPICAL LINE REPLACEMENT OR EXTENSION

PIAZ16



NOTES:
1. VALVES ON TEES SHALL BE FLANGED.
2. WATER MAINS SHALL HAVE TRACER WIRE.
3. SEE DENTON CRITERIA MANUAL FOR PLACEMENT OF BACKFLOW PREVENTION ASSEMBLY.

DEDICATED FIRE LINE CONNECTION AND VALVE PLACEMENT

PIAZ17

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
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PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WATER DETAILS

DATE
NOV. 2023

SHEET No.
30 of 37

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.

GENERAL NOTES FOR ALL THRUST BLOCKS:

1. RESTRAINED JOINTS SHALL BE REQUIRED FOR ALL WATER MAINS 16" AND LARGER. JOINT RESTRAINT SHALL BE DESIGNED TO ACCOMMODATE THE ENTIRE DESIGN LOAD AS INDICATED IN THE APPLICABLE PIPE MATERIAL SPECIFICATION. THRUST BLOCKING SHALL BE PROVIDED ON ALL FITTINGS AND DEAD-ENDS FOR PIPE 24" AND SMALLER.

2. CONCRETE FOR BLOCKING SHALL BE CLASS B.

3. ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 PSI FOR DUCTILE IRON, P.V.C., AND 150 PSI FOR CONCRETE PIPE.

4. VOLUMES OF THRUST BLOCKS ARE NET VOLUMES OF CONCRETE TO BE FURNISHED. THE CORRESPONDING WEIGHT OF THE CONCRETE (CLASS B) IS EQUAL TO OR GREATER THAN THE VERTICAL COMPONENT OF THE THRUST ON THE VERTICAL BEND.

5. WALL THICKNESS (T) ASSUMED HERE FOR ESTIMATING PURPOSES ONLY.

6. THE SOIL BEARING PRESSURES ARE BASED ON 1,000 LBS./S.F. IN SOIL AND 2,000 LBS./S.F. IN ROCK.

7. POUR CONCRETE FOR BLOCK AGAINST UNDISTURBED EARTH.

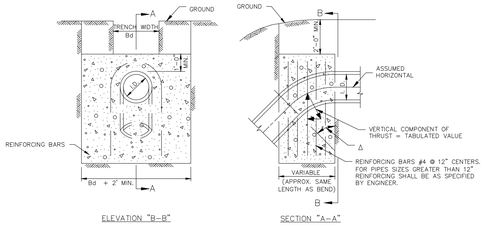
8. DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS AND AS DIRECTED BY THE CITY. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE.

9. USE POLYETHYLENE WRAP OR EQUAL AS BOND BREAKER BETWEEN CONCRETE AND BEND, TEE, OR PLUG.

10. CONCRETE SHALL NOT EXTEND BEYOND JOINTS.

THRUST BLOCK GENERAL NOTES

W700



ELEVATION "B-B"

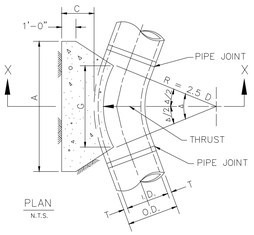
SECTION "A-A"

NOTES:
1. EXTEND CONCRETE THRUST BLOCK HORIZONTALLY INTO UNDISTURBED SOIL 2' MIN. ON EACH SIDE.
2. HORIZONTAL EXTENSION OF THRUST BLOCK MAY REQUIRE ADDITIONAL STEEL REINFORCEMENT. DETERMINATION TO BE MADE BY CITY ENGINEERING STAFF.

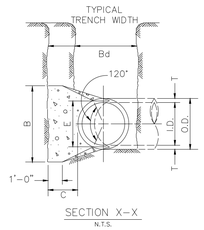
Δ	11.25°		22.50°		30°		45°		67.50°		90°		Δ
I.D. (IN.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	I.D. (IN.)
4,6,8	1.0	0.5	2.0	1.0	2.5	1.3	3.6	1.8	4.6	2.3	5.0	2.5	4,6,8
10,12	2.2	1.1	4.3	2.2	5.7	2.8	8.0	4.0	10.5	5.2	11.3	5.7	10,12
16,18	5.0	2.5	9.7	4.9	12.7	6.4	18.0	9.0	23.5	11.8	25.5	12.7	16,18
20	6.1	3.1	12.0	6.0	15.7	7.9	22.2	11.1	29.2	14.5	31.4	15.7	20
24	8.2	4.4	17.3	8.7	22.6	11.3	32.0	16.0	41.8	20.9	45.2	22.6	24

VERTICAL THRUST BLOCK AT PIPE BEND

W701



PLAN
N.T.S.



SECTION X-X
N.T.S.

I.D. (IN.)	T (IN.)	Δ = 11.25° (FT.)	Δ = 22.50° (FT.)	E (FT.)
4,6,8	0.4	1.5	1.5	0.9
10,12	0.5	1.5	1.5	1.2
16,18	0.6	1.5	1.5	1.6
20	0.7	1.5	1.5	1.8
24	0.9	1.5	1.5	2.1

TABLES OF DIMENSIONS AND QUANTITIES

	Δ = 11.25°								Δ= 22.50°							
			EARTH			ROCK					EARTH			ROCK		
I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)
4,6,8	0.4	1.0	1.0	1.5	0.1	1.0	1.0	0.1	4,6,8	0.8	2.0	1.5	1.5	0.1	1.0	1.0	0.1
10,12	0.6	2.2	1.5	1.5	0.1	1.0	1.5	0.1	10,12	1.1	4.4	2.0	2.5	0.3	1.5	1.5	0.1
16,18	0.8	5.0	2.0	2.5	0.3	1.5	2.0	0.2	16,18	1.6	9.9	3.0	3.5	0.6	2.0	2.5	0.3
20	0.9	6.2	2.0	3.5	0.4	1.5	3.0	0.3	20	1.8	12.3	3.5	3.5	0.7	2.0	3.0	0.4
24	1.1	8.9	3.0	3.5	0.5	1.5	3.0	0.3	24	2.2	17.7	4.0	4.5	1.0	3.0	3.5	0.5

HORIZONTAL THRUST BLOCK AT PIPE BEND

W702A

	Δ = 30°								Δ = 45°							
			EARTH			ROCK					EARTH			ROCK		
I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)
4,6,8	1.0	2.6	2.0	1.5	0.2	1.0	1.5	0.1	4,6,8	1.5	3.9	2.0	2.0	0.2	1.5	1.5	0.1
10,12	1.5	5.9	2.5	2.5	0.3	2.0	1.5	0.2	10,12	2.2	8.7	3.5	2.5	0.5	2.0	2.5	0.3
16,18	2.2	13.2	3.5	4.0	0.8	2.5	3.0	0.4	16,18	3.2	19.5	4.5	4.5	1.2	3.0	3.5	0.6
20	2.4	16.3	4.5	4.0	1.0	3.0	3.0	0.5	20	3.6	24.1	5.5	4.5	1.5	3.5	3.5	0.7
24	2.9	23.4	6.0	4.0	1.4	3.5	3.5	0.7	24	4.3	34.6	8.0	4.5	2.3	4.5	4.0	1.1

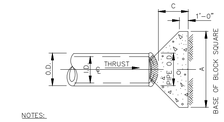
TABLES OF DIMENSIONS AND QUANTITIES

	Δ = 67.50°								Δ = 90°							
			EARTH			ROCK					EARTH			ROCK		
I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)
4,6,8	2.1	5.6	3.0	2.0	0.3	2.0	1.5	0.2	4,6,8	2.7	7.1	5.0	1.5	0.4	2.0	2.0	0.2
10,12	3.1	12.6	5.5	2.5	0.8	3.5	2.0	0.4	10,12	4.0	16.0	6.5	2.5	1.0	3.5	2.5	0.5
16,18	4.7	28.3	7.5	4.0	1.9	5.5	3.0	0.9	16,18	6.0	36.0	9.0	4.0	2.4	4.5	4.0	1.0
20	5.2	34.9	9.0	4.0	2.3	5.5	3.5	1.2	20	6.6	44.4	10.0	4.5	3.1	6.0	4.0	1.5
24	6.2	50.3	11.5	4.5	3.5	6.5	4.0	1.6	24	7.9	64.0	14.5	4.5	5.0	8.0	4.0	2.1

TABLES OF DIMENSIONS AND QUANTITIES

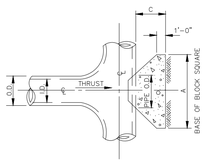
W702B

W702C



NOTES:
1. SAME REQUIREMENTS APPLY TO ALL FIRE HYDRANT ELBOWS.

PLAN OF PLUG THRUST BLOCK

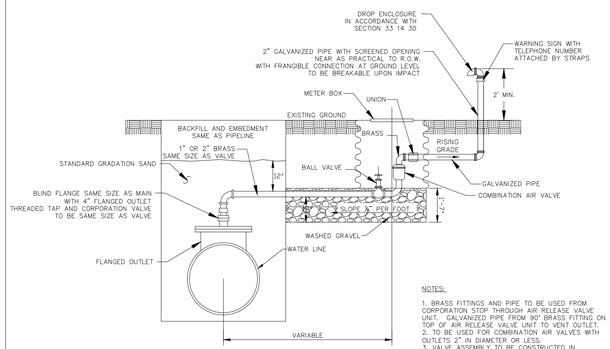


PLAN OF TEE THRUST BLOCK

I.D. (IN.)	THRUST (TONS)	C (FT.)	EARTH A (FT.)	EARTH VOL (C.Y.)	ROCK A (FT.)	ROCK VOL (C.Y.)
4,6,8	5.1	1.5	2.5	0.3	2.0	0.2
10,12	11.3	1.5	3.5	0.6	2.5	0.3
16,18	25.5	2.0	5.5	1.6	4.0	0.9
20	31.5	2.0	6.0	1.9	4.0	0.9
24	45.2	2.5	7.0	3.1	5.0	1.7

HORIZONTAL THRUST BLOCK AT TEES AND PLUGS

W703

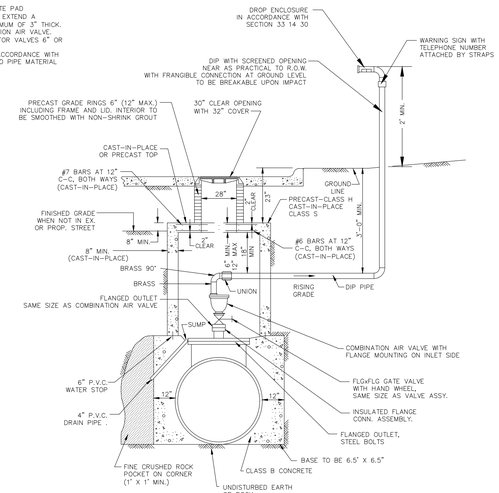


NOTES:
1. BRASS FITTINGS AND PIPE TO BE USED FROM CORPORATION STOP THROUGH AIR RELEASE VALVE UNIT. GALVANIZED PIPE FROM 90° BRASS FITTING ON TOP OF AIR RELEASE VALVE UNIT TO VENT OUTLET.
2. TO BE USED FOR COMBINATION AIR VALVES WITH OUTLETS 2" IN DIAMETER OR LESS.
3. VALVE ASSEMBLY TO BE CONSTRUCTED IN ACCORDANCE WITH PROVISIONS OF THE CITY OF DENTON SPEC. SECTION 33 14 30.

COMBINATION AIR VALVE ASSEMBLIES 1" AND 2"

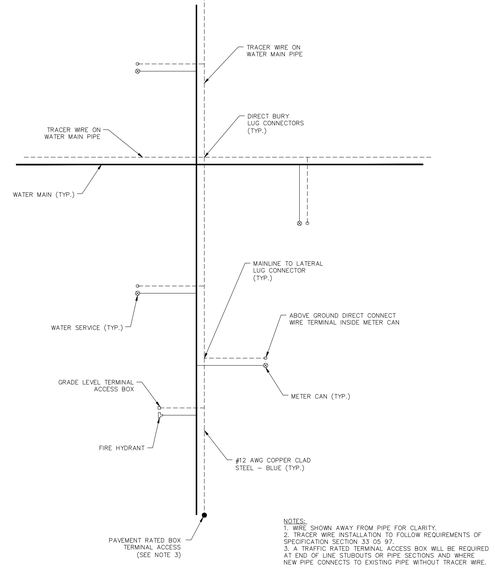
W801

NOTES:
1. WHEN NOT IN PAVING OR WALK, A CLASS P1 CONCRETE PAD REINFORCED W/#3 BARS AT 12" C-C EACH WAY, SHALL EXTEND A MINIMUM OF 2' AROUND THE M.H. AND SHALL BE A MINIMUM OF 3" THICK.
2. VENT PIPE SIZE TO EQUAL OUTLET SIZE OF COMBINATION AIR VALVE.
3. MINIMUM M.H. DIA. TO BE 6'. 7' DIA. M.H. REQUIRED FOR VALVES 6" OR GREATER.
4. FLANGED CONNECTION TO WATER PIPE SHALL BE IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 13 14 30 ACCORDING TO PIPE MATERIAL TYPE.



COMBINATION AIR VALVE ASSEMBLIES 3" AND LARGER

W802



NOTES:
1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. TRACER WIRE INSTALLATION TO FOLLOW REQUIREMENTS OF SPECIFICATION SECTION 33 05 97.
3. A TRAFFIC RATED TERMINAL ACCESS BOX WILL BE REQUIRED AT END OF LINE STUBOUTS OR PIPE SECTIONS AND WHERE NEW PIPE CONNECTS TO EXISTING PIPE WITHOUT TRACER WIRE.

TRACER WIRE TYPICAL WATER PLAN

W900

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

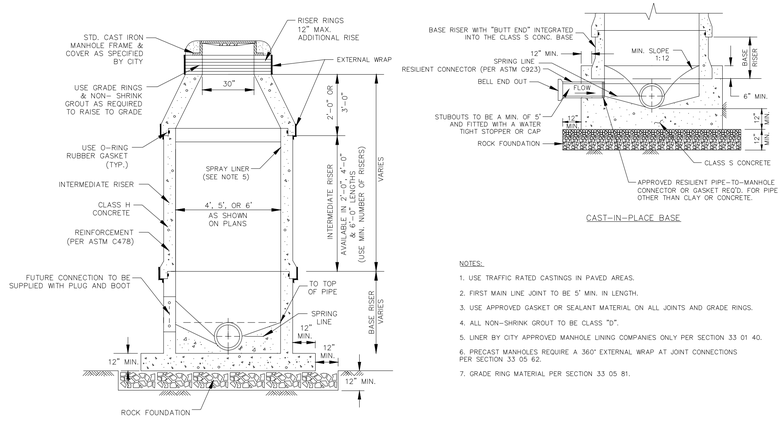
WATER DETAILS

DATE
NOV. 2023

SHEET No.
31 of 37

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.



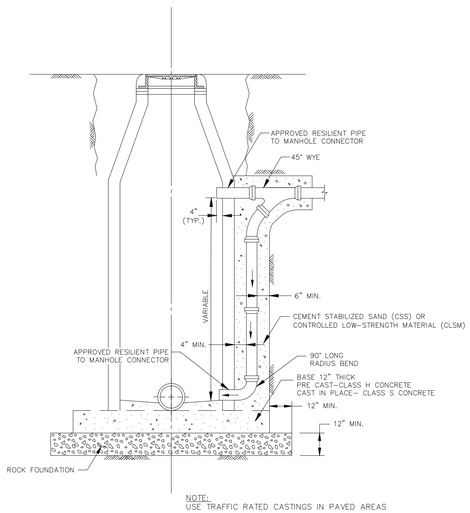
CAST-IN-PLACE BASE

NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. FIRST MAIN LINE JOINT TO BE 5' MIN. IN LENGTH.
3. USE APPROVED GASKET OR SEALANT MATERIAL ON ALL JOINTS AND GRADE RINGS.
4. ALL NON-SHRINK GROUT TO BE CLASS "D".
5. LINER BY CITY APPROVED MANHOLE LINING COMPANIES ONLY PER SECTION 33 01 40.
6. PRECAST MANHOLES REQUIRE A 360° EXTERNAL WRAP AT JOINT CONNECTIONS PER SECTION 33 05 62.
7. GRADE RING MATERIAL PER SECTION 33 05 81.

PRE-CAST MANHOLE WITH LINING

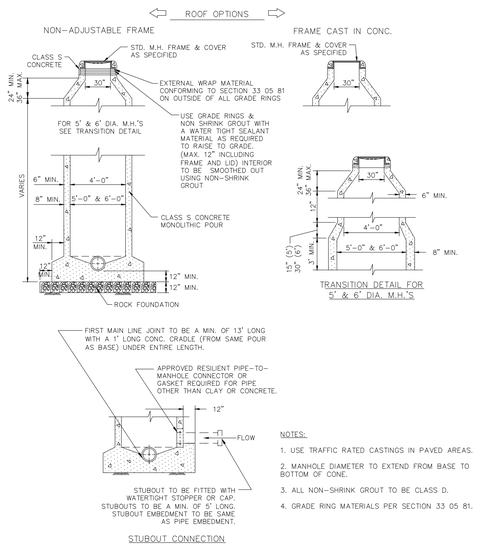
S101



NOTE:
USE TRAFFIC RATED CASTINGS IN PAVED AREAS

DROP MANHOLE

S102



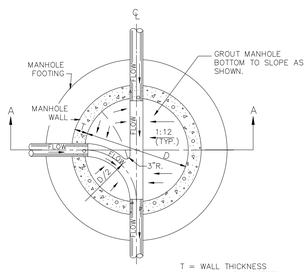
NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. MANHOLE DIAMETER TO EXTEND FROM BASE TO BOTTOM OF CONE.
3. ALL NON-SHRINK GROUT TO BE CLASS D.
4. GRADE RING MATERIALS PER SECTION 33 05 81.

STUBOUT CONNECTION

CAST-IN-PLACE MANHOLE

S103



PLAN

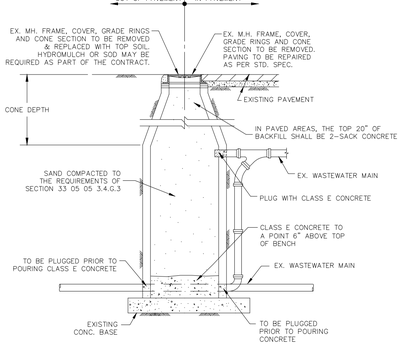
T = WALL THICKNESS
D = MANHOLE DIAMETER
d = PIPE DIAMETER

SECTION A-A

NOTE:
REFER TO MANHOLE STANDARD DRAWINGS FOR ADDITIONAL DETAIL OF MANHOLE

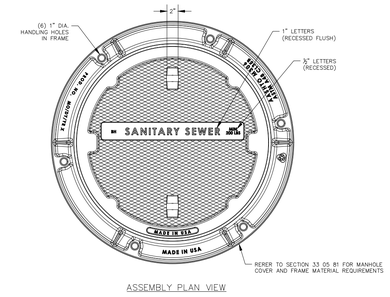
SEWERLINE INTERSECTION

S104



ABANDONMENT OF MANHOLE

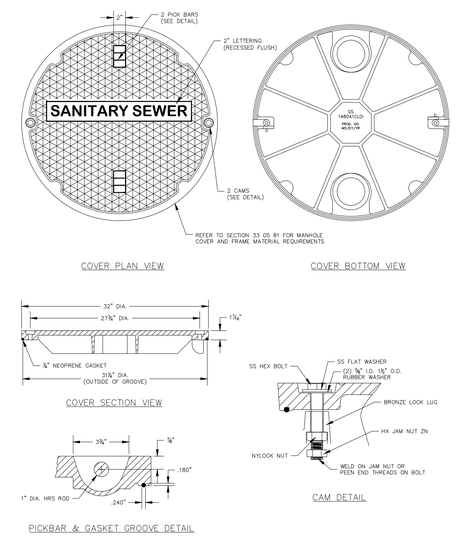
S105



ASSEMBLY PLAN VIEW

MANHOLE FRAME AND COVER

S106A

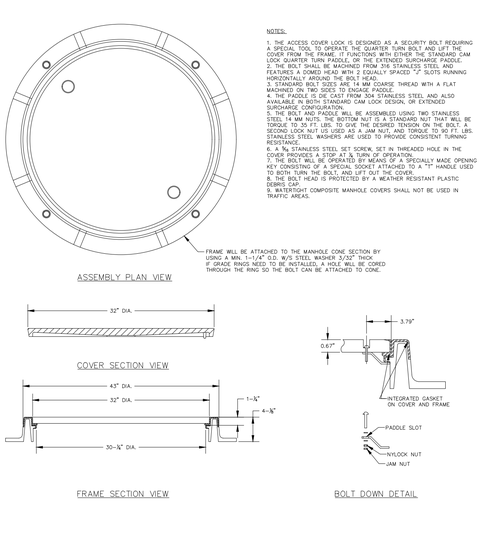


COVER PLAN VIEW

COVER BOTTOM VIEW

WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET

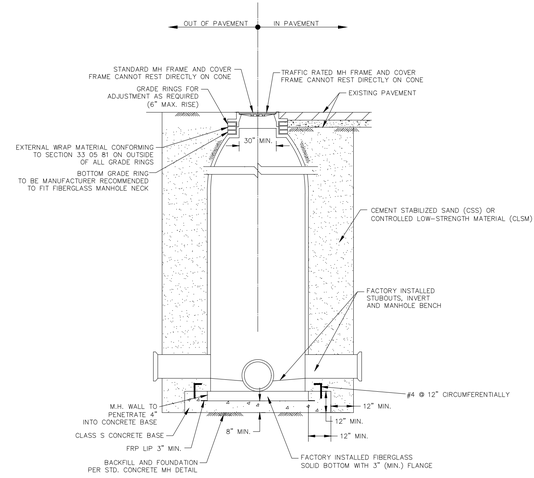
S106B



ASSEMBLY PLAN VIEW

COMPOSITE WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET

S106C



NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. ALL NON-SHRINK GROUT TO BE CLASS D.
3. CONCRETE BENCH OR INVERT IS NOT ALLOWED.

FIBERGLASS MANHOLE WITH STUBOUTS

S107B

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

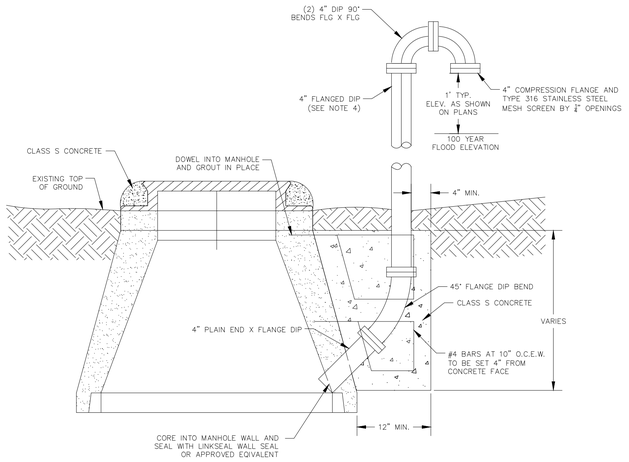
WASTEWATER DETAILS

DATE
JAN. 2023

SHEET No.
32 of 37

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

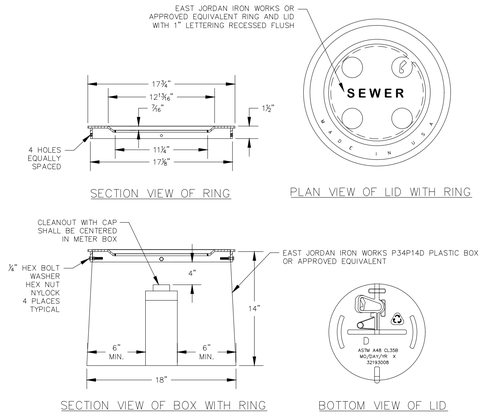
CERTIFICATION:
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NOTES:
1. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE 40 MIL POLYETHYLENE INTERIOR COATING.
2. ALL BOLTS AND NUTS TO BE TYPE 316 STAINLESS STEEL.
3. FINISH COATING
   A. WIRE BRUSH TO REMOVE ALL DIRT AND CONC. AND TO ROUGH UP FINISH.
   B. APPLY ONE PRIME COAT OF TNEMEC SERIES 37 CHEM PRIME (GRAY) TO 3 MILS DRY THICKNESS. GIVE SPECIAL ATTENTION AND SECOND COAT TO CORNERS AND BOLTS.
   C. APPLY ONE FINISH COAT OF TNEMEC SERIES 48-38 ALKYD ALUMINUM TO 2 MILS DRY THICKNESS.
4. VENT PIPES TALLER THAN 6' TO BE 6" DUCTILE IRON PIPE AND FITTINGS.
5. REFLECTIVE TAPE TO BE PLACED ON VENT 4.25 FEET ABOVE FINAL GRADE.

VENT MANHOLE

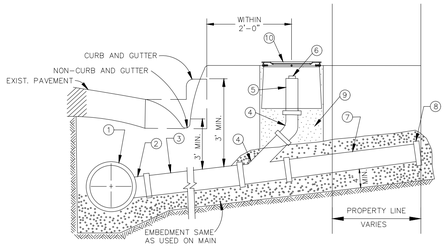
S108



18" X 14" PLASTIC BOX WITH SEWER LID

S201

KEY:
1. WASTERWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID

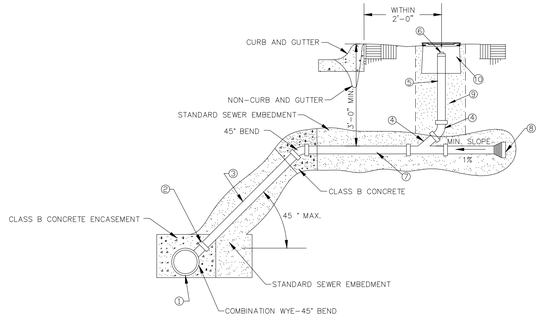


NOTES:
1. SERVICE TO BE INSTALLED IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 33 31 16.
2. SIZE OF SERVICE LINE PIPING AND FITTINGS PER PLANS OR CITY OF DENTON WATER & WASTEWATER CRITERIA MANUAL.
3. SLOPE OF LATERAL TO BE 2% MINIMUM UNLESS INSTRUCTED OTHERWISE BY CITY.
4. VERTICAL BENDS (22.5° MAX.) MAY BE USED TO CLEAR UNDERGROUND CONFLICTS
5. THE MAINLINE LATERAL CONNECTION TO AN EXISTING PRIVATE BUILDING LATERAL SHALL BE AS CLOSE TO THE PROPERTY LINE AS POSSIBLE.
6. INSTALL STOPPER OR CAP AT PROPERTY OR EASEMENT LINE IF BUILDING LATERAL DOES NOT EXIST.
7. THE CLEANOUT MAY NOT BE PLACED IN VEHICLE TRAFFIC AREAS, OR SIDEWALK WITHOUT APPROVAL BY THE WASTEWATER DEPARTMENT.
8. FOR PAVED AREAS, A CAST IRON STACK AND CLEANOUT SHALL BE USED IN PLACE OF PVC PIPE, FITTINGS AND PLASTIC BOX. THE CAST IRON STACK AND CLEANOUT SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE PAVEMENT AND CONFORM TO ASTM A48 CLASS 35B STANDARDS.
9. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
10. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
11. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
12. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

SANITARY SEWER SERVICE WITH SINGLE CLEANOUT

S403

KEY:
1. WASTERWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID



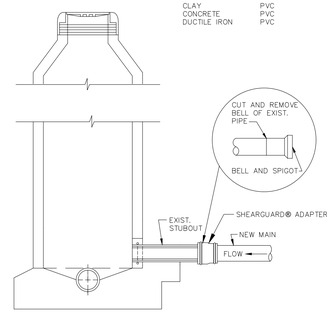
NOTES:
1. SERVICE TO BE INSTALLED IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 33 31 16.
2. SIZE OF SERVICE LINE PIPING AND FITTINGS PER PLANS OR CITY OF DENTON WATER & WASTEWATER CRITERIA MANUAL.
3. SLOPE OF LATERAL TO BE 2% MINIMUM UNLESS INSTRUCTED OTHERWISE BY CITY.
4. VERTICAL BENDS (22.5° MAX.) MAY BE USED TO CLEAR UNDERGROUND CONFLICTS
5. THE MAINLINE LATERAL CONNECTION TO AN EXISTING PRIVATE BUILDING LATERAL SHALL BE AS CLOSE TO THE PROPERTY LINE AS POSSIBLE.
6. INSTALL STOPPER OR CAP AT PROPERTY OR EASEMENT LINE IF BUILDING LATERAL DOES NOT EXIST.
7. THE CLEANOUT MAY NOT BE PLACED IN VEHICLE TRAFFIC AREAS, OR SIDEWALK WITHOUT APPROVAL BY THE WASTEWATER DEPARTMENT.
8. FOR PAVED AREAS, A CAST IRON STACK AND CLEANOUT SHALL BE USED IN PLACE OF PVC PIPE, FITTINGS AND PLASTIC BOX. THE CAST IRON STACK AND CLEANOUT SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE PAVEMENT AND CONFORM TO ASTM A48 CLASS 35B STANDARDS.
9. CONNECTION FITTING TO MAIN TO BE ENCASED IN CLASS B CONCRETE.
10. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
11. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
12. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
13. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

SANITARY SEWER SERVICE WITH SINGLE CLEANOUT 12' DEEP OR GREATER

S404

NOTES:
1. THIS DETAIL IS ONLY FOR USE WHEN NEW MAIN WILL NOT MATE WITH EXISTING STUBOUT JOINT DUE TO DIFFERENT DIMENSIONS OR MATERIALS.
2. DETAIL ONLY APPLICABLE FOR PIPE SIZES 12" OR LESS.
3. FOR THE FOLLOWING CONNECTION TYPES:

EXISTING	NEW
CLAY	PVC
CONCRETE	PVC
DUCTILE IRON	PVC



SANITARY SEWER MAIN TIE-IN WITH STUBOUT OF DISSIMILAR SIZE OR TYPE

S405

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DESIGNED BY	DATE	REVISION
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PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

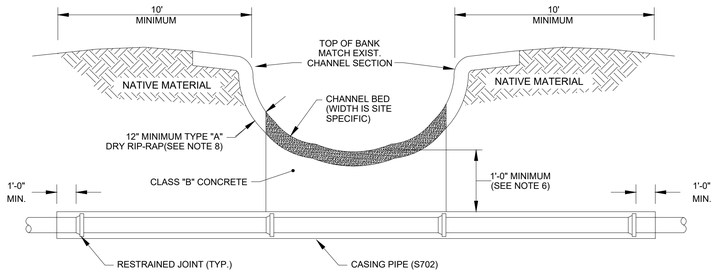
WASTEWATER DETAILS

DATE
NOV. 2023

SHEET No.
33 of 37

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
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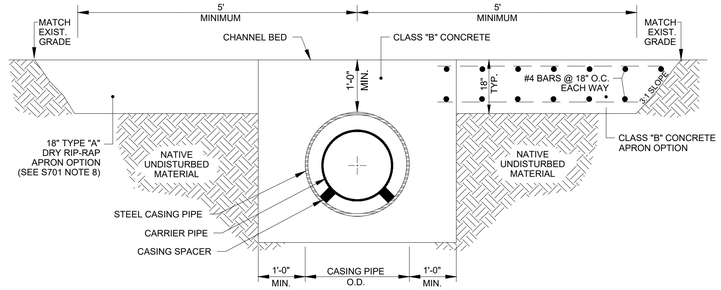


NOTES:

1. CROSSING RAMPS (10' WIDE) SHALL BE PROVIDED ON BOTH SIDES OF THE CHANNEL FOR A MOVING TRACTOR TO NAVIGATE.
2. A STORM WATER EROSION CONTROL AND POLLUTION PREVENTION PLAN MUST BE DESIGNED AND IMPLEMENTED TO MITIGATE THE IMPACT OF CONSTRUCTION ACTIVITIES ON THE FEATURE BEING CROSSED.
3. PIPE SHOULD BE FULLY RESTRAINED AND PRESSURE RATED AS DETERMINED BY THE ENGINEER.
4. ACCESS TO THE BANKS ON EITHER SIDE OF THE CROSSING MUST BE AVAILABLE AS WELL AS ADEQUATE ROOM FOR ASSEMBLY AND EQUIPMENT. BANK GRADE AND STABILITY MUST BE ADEQUATE. A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED TO ASSIST WITH BANK ANALYSIS AND STREAM BED ANALYSIS TO PROVIDE ADDITIONAL DATA AND RECOMMENDATIONS ON THE VIABILITY OF OPEN-CUT VS TRENCHLESS CROSSINGS.
5. PIPE USED FOR LOW WATER CROSSINGS SHALL BE RESTRAINED FOR A MINIMUM OF 20 FT BEYOND TOP OF BANK ON EACH SIDE OF CREEK.
6. CASING PIPE IS REQUIRED WHEN DEPTH OF COVER IS LESS THAN 3 FT.
7. PLACE STONE RIP-RAP A MINIMUM OF 5 FT UPSTREAM & 5 FT DOWNSTREAM FROM CENTERLINE OF PIPE ALONG LOW WATER CROSSING BED.
8. STONES SHALL WEIGH BETWEEN 50 LBS & 150 LBS EACH, AND AT LEAST 60% SHALL WEIGH MORE THAN 100 LBS.
9. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.
10. CHANNEL BED SHALL BE A CLASS B CONCRETE APRON OF TYPE "A" DRY RIP-RAP PER PLANS.

LOW WATER CHANNEL CROSSING
DETAIL SECTION I

S701

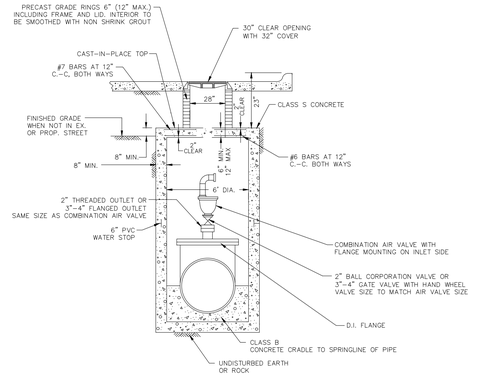


NOTES:

1. RIP-RAP OR CONCRETE IN ACCORDANCE WITH THE DRAWINGS.
2. APRON & PIPE TRENCH MUST HAVE A CONSTANT UPSTREAM TO DOWNSTREAM SLOPE TO MATCH PRE-CONSTRUCTION CHANNEL BED.
3. FOR CARRIER PIPE LESS THAN 36".
4. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.

LOW WATER CHANNEL CROSSING
DETAIL SECTION II

S702



NOTES:

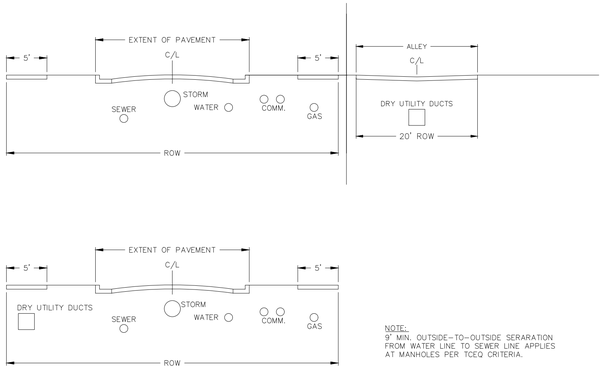
1. WHEN NOT IN PAVING OR WALK, A CLASS P1 CONCRETE PAD REINFORCED W/#3 BARS AT 12" C-C EACH WAY, SHALL EXTEND A MINIMUM OF 2' AROUND THE M.H. AND SHALL BE A MINIMUM OF 3" THICK.
2. MANHOLE SHALL BE CONSTRUCTED PER STANDARD CAST IN PLACE MANHOLE. PRECAST MANHOLES ARE NOT TO BE USED.
3. FOR ALL PIPE MATERIAL TYPES, REFER TO CITY OF DENTON SPECIFICATION SECTION 33 14 10 AND 33 14 14.
4. COMBINATION AIR VALVE SHALL MEET CITY OF DENTON SPECIFICATION 33 31 23.

COMBINATION AIR VALVE
2" TO 4" DIA. VALVES
FOR SEWER FORCE MAINS

S803

ENTERED BY	PROJECT #		CITY OF DENTON ENGINEERING SERVICES	STANDARD DETAILS WASTEWATER DETAILS	DATE JAN. 2023	SCALE HOR 1"= N.T.S. VER 1"= N/A
DESIGNED BY	DATE	REVISION			SHEET No. 34 of 37	
CHECKED BY						
PROJ. ENGR.						
PATH S:\Water Engineering\Engr\Design\Standard Details\wastewater details\Wastewater Detail Sheet 1-3.dwg						

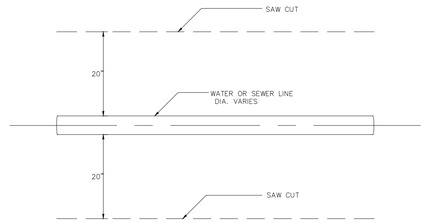
CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.



NOTE:
9' MIN. OUTSIDE-TO-OUTSIDE SERARATION FROM WATER LINE TO SEWER LINE APPLIES AT MANHOLES PER TCEQ CRITERIA.

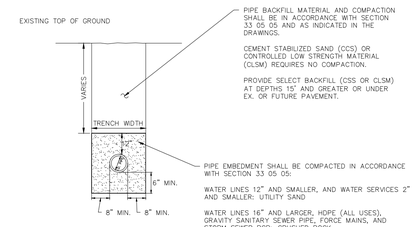
TYPICAL UTILITY PLACEMENTS

U101



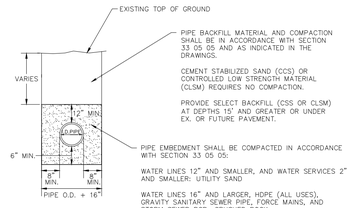
TYPICAL SAW-CUT

U102



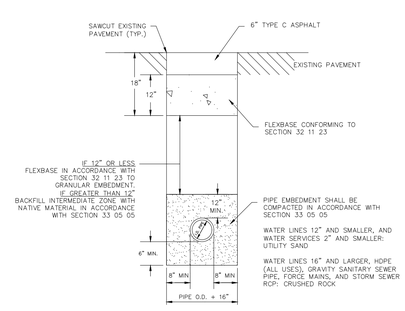
PROPOSED PAVEMENT TRENCH

U201



UNPAVED TRENCH

U202

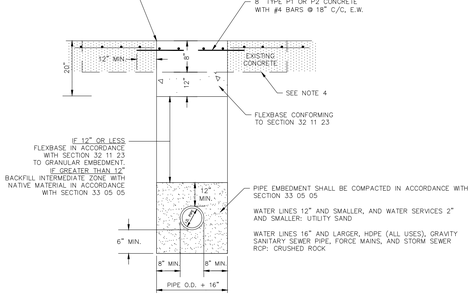


NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.

EXISTING PAVEMENT TRENCH AND REPAIR ASPHALT

U203A



NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.

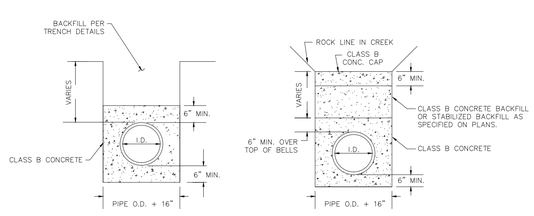
2. CONCRETE REMOVAL SHALL BE COMPLETED ACCORDING TO SECTION 02 41 15.

3. #4 DOWELS SHALL BE DRILLED INTO EXISTING CONCRETE PAVEMENT AT A MINIMUM OF 12" & EPOXY COATED AT 18" INTERVALS.

4. CONCRETE PAVEMENT REPLACEMENT SHALL BE THE ENTIRE PANEL UNLESS OTHERWISE INDICATED ON THE PLANS.

EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE

U203C



TYPICAL INSTALLATION

INSTALLATION IN DITCHES AND CREEKS

CONCRETE ENCASEMENT FOR UTILITY LINES

U204

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
PATH S:\Water Engineering\Engr\Design\Standard Details\water-wastewater shared drawings\Water-Wastewater Sht1-2.dwg		

CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

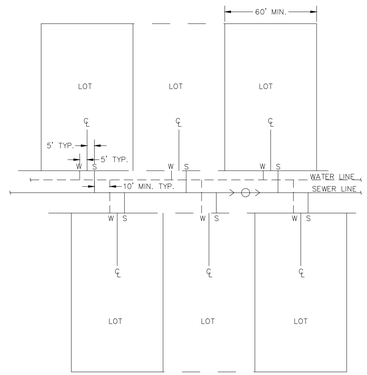
WATER/WASTEWATER SHARED DETAILS

DATE
DEC. 2023

SHEET No.
35 of 37

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.



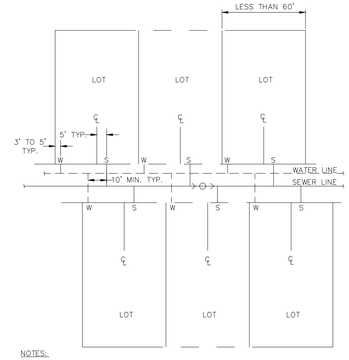
NOTES:

1. WATER METERS PLACED IN UNPAVED PUBLIC R.O.W. OR UTILITY EASEMENT.

2. IF WIDTH OF LOT IS LESS THAN 60' WIDE, USE DETAIL U206B.

TYPICAL SERVICE LINE LAYOUT

U206A



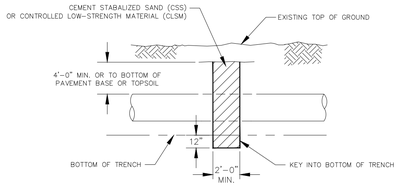
NOTES:

1. WATER METERS PLACED IN UNPAVED PUBLIC R.O.W. OR UTILITY EASEMENT.

2. IF WIDTH OF LOT IS 60' OR GREATER, USE DETAIL U206A.

ALTERNATE SERVICE LINE LAYOUT
*(FOR LOTS LESS THAN 60' WIDE)

U206B



NOTES:

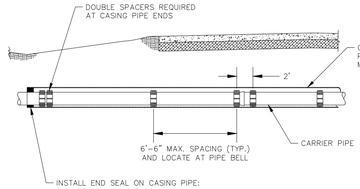
1. TRENCH DAM SHALL SPAN THE FULL WIDTH OF THE TRENCH.

2. CLSM PER SECTION 03 34 13.

3. SEE PLAN AND PROFILE SHEETS FOR LOCATION OF TRENCH DAMS.

TRENCH DAM

U207



NOTES:

1. BORE AND CASING SHALL BE INSTALLED AS SHOWN IN PROFILE VIEW OF PLANS WHERE APPLICABLE. THIS DETAIL ILLUSTRATES THE GENERAL LOCATION OF CASING SPACERS FOR SUPPORTING CARRIER PIPE AND GROUTING ENDS OF CASING PIPE.

2. FOR PRESSURIZED PIPE, ALL INTERIOR JOINTS SHALL BE RESTRAINED PER SECTION 33 05 15. NO RESTRAINT IS REQUIRED FOR NON-PRESSURIZED PIPE.

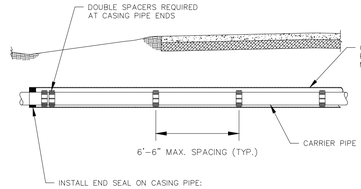
3. CASING SPACERS SHALL CONFORM TO REQUIREMENTS OF SECTION 33 05 15.

4. CARRIER PIPE INSTALLATION PER SECTION 33 05 15.

5. ANNULAR GROUTING, IF REQUIRED, SHALL BE ACCORDING TO SECTION 33 05 15.

INSTALLATION IN STEEL CASING OR LINER PLATE FOR PVC AND DIP

U208A



NOTES:

1. BORE AND CASING SHALL BE INSTALLED AS SHOWN IN PROFILE VIEW OF PLANS WHERE APPLICABLE. THIS DETAIL ILLUSTRATES THE GENERAL LOCATION OF CASING SPACERS FOR SUPPORTING CARRIER PIPE AND GROUTING ENDS OF CASING PIPE.

2. CASING SPACERS SHALL CONFORM TO REQUIREMENTS OF SECTION 33 05 15.

3. CARRIER PIPE INSTALLATION PER SECTION 33 05 15.

4. NO ANNULAR GROUT UNLESS CALLED FOR ON PLAN VIEW.

INSTALLATION IN STEEL CASING OR LINER PLATE FOR HDPE

U208C

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

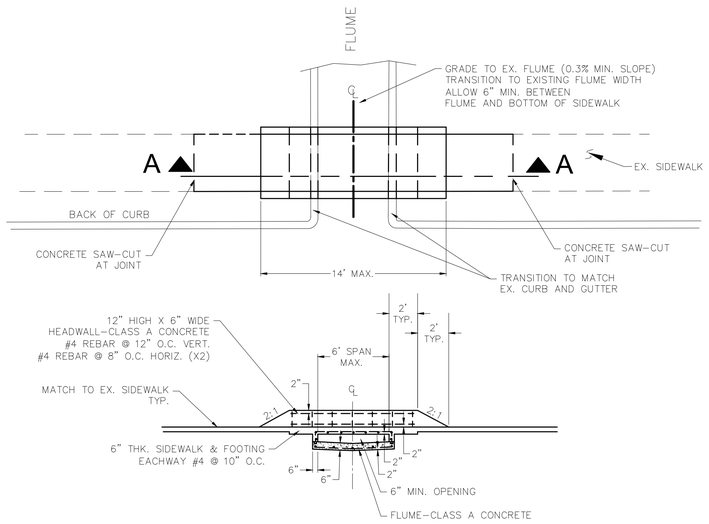
STANDARD DETAILS
WATER/WASTEWATER SHARED DETAILS

DATE
JAN. 2023

SHEET No.
36 of 37

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

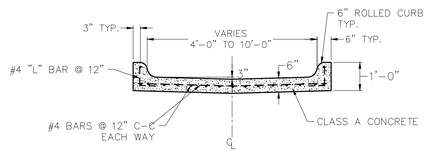
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A-A

SIDEWALK SPANNING FLUME

D101

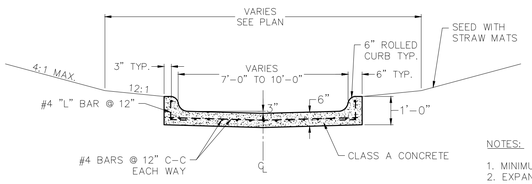


NOTES:

1. MINIMUM FLUME GRADE SHALL BE 0.5%.
2. EXPANSION JOINTS SHALL BE INSTALLED EVERY 200 FT. AND AT PCs, PTs, AND MAJOR CHANGES IN GEOMETRY. USE DETAIL T208.

FLUME

D102

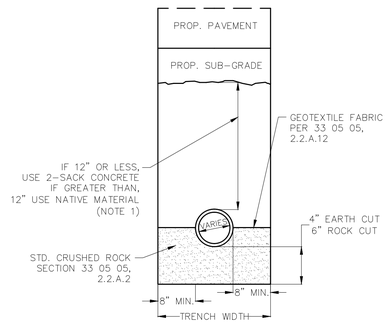


NOTES:

1. MINIMUM FLUME GRADE SHALL BE 0.5%.
2. EXPANSION JOINTS SHALL BE INSTALLED EVERY 200 FT. AND AT PCs, PTs, AND MAJOR CHANGES IN GEOMETRY. USE DETAIL T208.
3. UNPAVED CHANNEL SIDES AND BOTTOM SHALL BE SEEDED WITH THE PLACEMENT OF STRAW MATS. NO SYNTHETIC MATERIAL ALLOWED IN THE MATS.

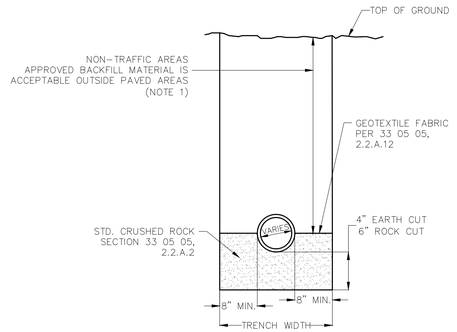
CONCRETE PILOT CHANNEL

D105



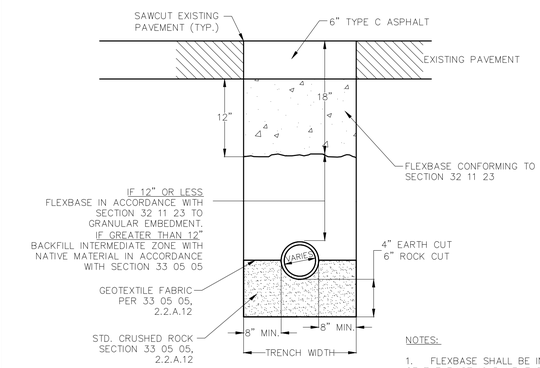
PROPOSED PAVEMENT
STORM DRAIN BACKFILL

D201



UNPAVED
STORM DRAIN BACKFILL

D202

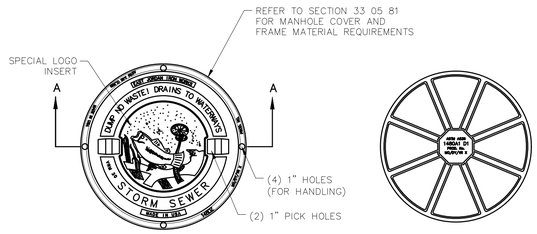


NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.

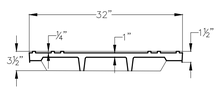
EXISTING ASPHALT
STORM DRAIN BACKFILL

D203A

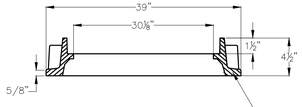


TOP VIEW

BOTTOM VIEW



SECTION A-A



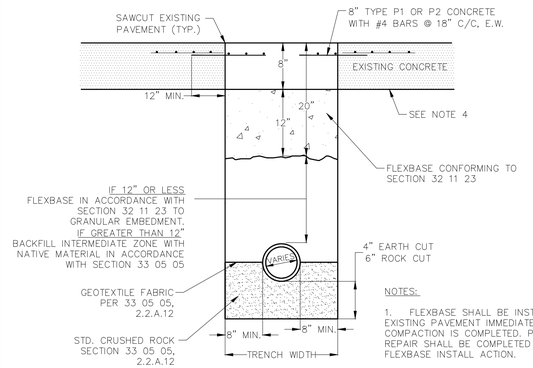
M.H. RING DETAIL



STACK DETAIL

JUNCTION BOX, MANHOLE AND INLET COVER

D106



NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.

2. CONCRETE REMOVAL SHALL BE COMPLETED ACCORDING TO SECTION 02 41 15.

3. #4 DOWELS SHALL BE DRILLED INTO EXISTING CONCRETE PAVEMENT AT A MINIMUM OF 12" & EPOXY COATED AT 18" INTERVALS.

4. CONCRETE PAVEMENT REPLACEMENT SHALL BE THE ENTIRE PANEL UNLESS OTHERWISE INDICATED ON THE PLANS.

EXISTING CONCRETE
STORM DRAIN BACKFILL

D203C

GENERAL NOTES:

1. COMPACT BACKFILL MATERIAL IN ACCORDANCE WITH SECTION 33 05 05.

2. HEAVY DUTY MANHOLE COVERS ON JUNCTION BOXES AND MANHOLES ARE REQUIRED IN ALL VEHICLE TRAFFIC AREAS.

3. PIPES SHALL BE RCP CLASS III WITH 2' OR GREATER COVER, RCP CLASS IV WITH 1' TO 2' COVER AND RCP CLASS V WITH LESS THAN 1' COVER. SEE TABLE 1 SECTION 33 42 11.

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
PATH S:\Water Engineering\Engr\Design\Standard Details\Storm Sewer details\SHEET1.dwg		

CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

STORM DRAINAGE DETAILS

DATE
DEC. 2023

SHEET No.
37 of 37

SCALE

HOR 1"= N.T.S.
VER 1"= N.T.S.

CERTIFICATION:
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Utility Adjustment for TxDOT Project

TXDOT STANDARD SUA ESTIMATE

City of Denton
FM 1515 - Utility Relocations

RCSJ: 1951-01-012
Utility ID#: U00023607
UNUMBER: N/A

Comparative Estimate

(•) ESTIMATE INCLUDING BETTERMENT
( ) ACTUAL COST
( ) SUPPLEMENTAL ESTIMATE

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 7). Applies to All "EA" or "LS" items.

Percent of Difference: 926%

Materials to be purchased by TxDOT - JOINT BID

	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
*	Sample Steel item to show (*) indication				$ -				$ -	$ -
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Internally Supplied Materials - documented with Certified Ledger at Payment

	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
	Tapping Sleeve & Valve Connection (12")				$ -	EA	1	$18,000.00	$ 18,000.00	$ 18,000.00
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
	OVERHEAD (%)	Enter % if applicable		0.00%	$ -			0.00%	$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$ 18,000.00	$ 18,000.00

Externally Acquired Materials - documented with Invoices and/or Checks

	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
	Steel Casing by Open Cut (12")				$ -	LF	24	$400.00	$ 9,600.00	$ 9,600.00
	Steel Casing by Bore (12")				$ -	LF	390	$655.00	$ 255,450.00	$ 255,450.00
	Steel Casing by Open Cut (18")				$ -	LF	173	$420.00	$ 72,660.00	$ 72,660.00
	Steel Casing by Bore (18")				$ -	LF	83	$760.00	$ 63,080.00	$ 63,080.00
	Steel Casing by Open Cut (20")				$ -	LF	73	$450.00	$ 32,850.00	$ 32,850.00
	Steel Casing by Bore (20")				$ -	LF	178	$800.00	$ 142,400.00	$ 142,400.00
*	Steel Casing by Open Cut (24")	LF	136	$550.00	$ 74,800.00	LF	283	$550.00	$ 155,650.00	$ 80,850.00
*	Steel Casing by Bore (24")	LF	108	$820.00	$ 88,560.00	LF	252	$820.00	$ 206,640.00	$ 118,080.00
	HDPE Water Main in Casing (8")				$ -	LF	414	$100.00	$ 41,400.00	$ 41,400.00
	HDPE Water Main in Casing (12")				$ -	LF	256	$110.00	$ 28,160.00	$ 28,160.00
	HDPE Water Main in Casing (16")				$ -	LF	291	$150.00	$ 43,650.00	$ 43,650.00
	Sanitary Sewer Gravity Main in Casing (12")				$ -	LF	251	$110.00	$ 27,610.00	$ 27,610.00
	Sanitary Sewer Gravity Main in Casing (15")	LF	244	$120.00	$ 29,280.00	LF	244	$120.00	$ 29,280.00	$ -
*	Concrete Manhole (5' ID) (0'-6' Deep)	EA	3	$19,000.00	$ 57,000.00	EA	4	$19,000.00	$ 76,000.00	$ 19,000.00
*	Extra Concrete Manhole Depth	VF	15	$800.00	$ 12,000.00	VF	23	$800.00	$ 18,400.00	$ 6,400.00
	External Drop for Manhole				$ -	EA	1	$14,000.00	$ 14,000.00	$ 14,000.00
	Double Detector Check Valve Vault				$ -	EA	1	$60,000.00	$ 60,000.00	$ 60,000.00
	Fiberglass Manhole (5' ID)				$ -	EA	2	$40,000.00	$ 80,000.00	$ 80,000.00
	Extra Fiberglass Manhole Depth				$ -	VF	34	$900.00	$ 30,600.00	$ 30,600.00
	PVC Water Main (8")				$ -	LF	45	$250.00	$ 11,250.00	$ 11,250.00
	PVC Water Main (12")				$ -	LF	55	$300.00	$ 16,500.00	$ 16,500.00
	HDPE Water Main (8")				$ -	LF	115	$260.00	$ 29,900.00	$ 29,900.00
	HDPE Water Main (12")				$ -	LF	83	$310.00	$ 25,730.00	$ 25,730.00
	HDPE Water Main (16")				$ -	LF	6825	$260.00	$ 1,774,500.00	$ 1,774,500.00
	Gate Valve (8")				$ -	EA	3	$8,000.00	$ 24,000.00	$ 24,000.00
	Gate Valve (12")				$ -	EA	3	$10,000.00	$ 30,000.00	$ 30,000.00
	Gate Valve (16")				$ -	EA	12	$21,000.00	$ 252,000.00	$ 252,000.00
	Fire Hydrant Assembly				$ -	EA	8	$16,000.00	$ 128,000.00	$ 128,000.00
	Sanitary Sewer Gravity Main (12")				$ -	LF	101	$300.00	$ 30,300.00	$ 30,300.00
	Sanitary Sewer Gravity Main (15")	LF	176	$310.00	$ 54,560.00	LF	176	$310.00	$ 54,560.00	$ -
	Insertion Valve (8")				$ -	EA	2	$1,500.00	$ 3,000.00	$ 3,000.00
	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
				SUBTOTAL	$ 316,200.00			SUBTOTAL	$ 3,767,170.00	$ 3,450,970.00
				MATERIALS SUBTOTAL	$ 316,200.00			MATERIALS SUBTOTAL	$ 3,785,170.00	$ 3,468,970.00

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of $2,500, or .1% of the project total cost, whichever is greater.

Sum of De Minimus Items: $0.00 | $0.00

TxDOT contractor labor - JOINT BID

	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
	Sample Item				$ -				$ -	$ -
	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$0.00	$ -

Internal Labor Costs - documented with Certified Ledger at payment.

	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
					$ -				$ -	$ -
	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
	OVERHEAD (%)	Enter % if applicable		0.00%	$ -			0.00%	$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

External Labor Costs - documented with Invoices and / or checks

	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
	SWPPP				$ -	LS	1	$3,000.00	$ 3,000.00	$ 3,000.00
	Project Signs				$ -	EA	2	$1,000.00	$ 2,000.00	$ 2,000.00
	Mobilization				$ -	LS	1	$400,000.00	$ 400,000.00	$ 400,000.00
	Remove Utility Manhole	EA	3	$2,500.00	$ 7,500.00	EA	4	$2,500.00	$ 10,000.00	$ 2,500.00
	Remove Fire Hydrant, Lead Line & Valve				$ -	EA	10	$2,200.00	$ 22,000.00	$ 22,000.00
	Remove Water Valve				$ -	EA	10	$1,500.00	$ 15,000.00	$ 15,000.00
	Site Clearing				$ -	LS	1	$40,000.00	$ 40,000.00	$ 40,000.00
	SWPPP Device Installation				$ -	LS	1	$35,000.00	$ 35,000.00	$ 35,000.00
	SWPPP Device Removal				$ -	LS	1	$3,000.00	$ 3,000.00	$ 3,000.00
	Asphalt Pavement Repair for Utility Trench				$ -	SY	28	$150.00	$ 4,200.00	$ 4,200.00

Concrete Pavement Repair for Utility Trench				$ -	SY	60	$200.00	$ 12,000.00	$ 12,000.00
Concrete Flume Repair				$ -	SY	9	$250.00	$ 2,250.00	$ 2,250.00
Seeding Turf Grass				$ -	SY	15907	$3.00	$ 47,721.00	$ 47,721.00
Block Sod				$ -	SY	1767	$11.00	$ 19,437.00	$ 19,437.00
Excavation Protection	LF	312	$1.00	$ 312.00	LF	7953	$1.00	$ 7,953.00	$ 7,641.00
Locate Existing Utilities				$ -	LS	1	$60,000.00	$ 60,000.00	$ 60,000.00
Water Service Connection (2")				$ -	EA	2	$7,000.00	$ 14,000.00	$ 14,000.00
Connection to Existing Main (8")				$ -	EA	6	$23,000.00	$ 138,000.00	$ 138,000.00
Connection to Existing Main (12")				$ -	EA	2	$24,000.00	$ 48,000.00	$ 48,000.00
Connection to Existing Main (16")				$ -	EA	2	$28,000.00	$ 56,000.00	$ 56,000.00
Traffic Control Devices				$ -	MO	9	$2,500.00	$ 22,500.00	$ 22,500.00
Traffic Control Plan				$ -	EA	3	$1,000.00	$ 3,000.00	$ 3,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 7,812.00			SUBTOTAL	$ 965,061.00	$ 957,249.00
			LABOR SUBTOTAL	$ 7,812.00				$ 965,061.00	$ 957,249.00
Engineering Procured by TxDOT - 100% eligibiity required									
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Internal Engineering - Costs Documented with Certified Ledger at payment.									
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
PM Time	HR	216	$72.07	$ 15,567.12	HR	1080	$72.07	$ 77,835.60	$ 62,268.48
Senior PM Time	HR	135	$75.67	$ 10,215.45	HR	675	$75.67	$ 51,077.25	$ 40,861.80
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 25,782.57			SUBTOTAL	$ 128,912.85	$ 103,130.28
Internal Survey / Landman									
Engineer Time	HR	135	$68.63	$ 9,265.05	HR	675	$68.63	$ 46,325.25	$ 37,060.20
Engineer Tech Time	HR	189	$49.54	$ 9,363.06	HR	945	$49.54	$ 46,815.30	$ 37,452.24
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 18,628.11			SUBTOTAL	$ 93,140.55	$ 74,512.44
Internal Inspection									
Inspector Time	HR	324	$40.95	$ 13,267.80	HR	1620	$40.95	$ 66,339.00	$ 53,071.20
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 13,267.80			SUBTOTAL	$ 66,339.00	$ 53,071.20
Internal Administration									
Administration Staff Time	HR	108	$56.46	$ 6,097.68	HR	540	$56.46	$ 30,488.40	$ 24,390.72
Real Estate Specialist	HR	300	$52.49	$ 15,747.00	HR	300	$52.49	$ 15,747.00	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 21,844.68			SUBTOTAL	$ 46,235.40	$ 24,390.72
Internal Engineering/ Survey/ Inspection/ Administration Overhead									
OVERHEAD (%)	Enter % if applicable		0.00%	$ -			0.00%	$ -	$ -
			SUBTOTAL	$ 79,523.16				$ 334,627.80	$ 255,104.64
External Engineering - Cost documented with INVOICES and / or CHECKS									
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
External Survey/ Landman									
3rd Party Attorney Fees	EA	1	$50,000.00	$ 50,000.00	EA	1	$50,000.00	$ 50,000.00	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -

			SUBTOTAL	$ 50,000.00			SUBTOTAL	$ 50,000.00	$ -
External Inspection									
Raba Kistner Inspection Services	EA	1	$70,000.00	$ 70,000.00	EA	1	$280,000.00	$ 280,000.00	$ 210,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 70,000.00			SUBTOTAL	$ 280,000.00	$ 210,000.00
			Engineering / Administration / Inspection SUBTOTAL	$ 199,523.16				$ 664,627.80	$ 465,104.64
Existing Easement Compensation - following Quit Claim / **Eligibility Ratio not applied.**				Will					
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. PM must concur with rate. Documentation of actual cost must be supplied at billing.				ROW					
Stevenson Property	EA	1	$86.00	$ 86.00	EA	1	$86.00	$ 86.00	$ -
UNT	EA	1	$4,070.25	$ 4,070.25	EA	1	$4,070.25	$ 4,070.25	$ -
Victor Technologies	EA	1	$732.00	$ 732.00	EA	1	$732.00	$ 732.00	$ -
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 4,888.25			SUBTOTAL	$ 4,888.25	$ -
			Easement Compensation SUBTOTAL	$ 4,888.25				$ 4,888.25	$ -

SUMMARY:	TOTAL PROJECT COST	$ 528,423.41				$ 5,419,747.05	$ 4,891,323.64	
	Amount Payable in TxDOT Contract (Joint Bid)	$ -				$ -	$ -	
	Utility Cost	$ 528,423.41				$ 5,419,747.05	$ 4,891,323.64	
General & Administrative OH 0.00%		$ -	G&A	0.00%		$ -	$ -	
	Gross Reimbursable to the Utility	$ 528,423.41				$ 5,419,747.05	$ 4,891,323.64	
	Amount Due to TxDOT Via an Advance Funding Agreement	$ -				$ -	$ -	
	SALVAGE and/or Depreciation CREDIT						$ -	
BETTERMENT RATIO	Ratio Deduction	$ -	BR	90.25%		$ 4,891,321.71	$ 4,891,321.71	
	Amount reimbursable after Betterment and Salvage Credit	$ 528,423.41				$ 528,425.34	$ 1.93	
ELIGIBILITY RATIO 4.46%			ER	4.46%				
	NET REIMBURSEMENT TO UTILITY	$ 23,567.68				$ 23,567.77	$ 0.09	
					Percent of Difference=	926%		

version 3.0

Attachment "B"
Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment “C”
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 10/15/2025, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 180

Estimated Completion Date (mm/dd/yyyy): 04/13/2026

Attachment "D"
Statement Covering Contract Work

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☒ Utility performing with their own forces (timesheets will be required at the time of billing).

☐ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure a utility engineering consultant.

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: N/A
Utility ID: U00023607
ROW CSJ Number: 1951-01-012
District: Dallas
County: Denton
Highway No.: FM 1515
Federal Project No.: F 2021(671)

I, Shawn Messick, a duly authorized and qualified representative of City of Denton, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.

☒ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1. Oscar Renda
2. SJ. Louis Construction of Texas, LLC
3. Mountain Cascade
4.
5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway _____ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

_____ _____
Signature Date

_____
Title

SECTION 00 42 43 - UNIT PRICE BID FORM

City of Denton - Capital Projects

901-B Texas Street

Denton, TX 76209

Attn: Purchasing Dept.

From: Mountain Cascade of Texas, LLC.

5340 E US Hwy 67

Alvarado, TX 76009

Andrew L. McCulloch

817-783-3094

amcculloch@mountaincascade.com

PROJ.: **FM 1515 Utilities Relocation**

IFB: **7968-007**

ENG PMO: **230011-1**

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
1	01 57 13	SWPPP	LS	1	$ 3,000.00	$ 3,000.00
2	01 58 13	Project Signs	EA	2	$ 1,000.00	$ 2,000.00
3	01 70 00	Mobilization	LS	1	$ 400,000.00	$ 400,000.00
4	02 41 14	Remove Utility Manhole	EA	4	$ 2,500.00	$ 10,000.00
5	02 41 14	Remove Fire Hydrant, Lead Line & Valve	EA	10	$ 2,200.00	$ 22,000.00
6	02 41 14	Remove Water Valve	EA	10	$ 1,500.00	$ 15,000.00
7	31 10 00	Site Clearing	LS	1	$ 40,000.00	$ 40,000.00
8	31 25 14	SWPPP Device Installation	LS	1	$ 35,000.00	$ 35,000.00
9	31 25 14	SWPPP Device Removal	LS	1	$ 3,000.00	$ 3,000.00
10	32 01 17	Asphalt Pavement Repair for Utility Trench	SY	28	$ 150.00	$ 4,200.00
11	32 01 29	Concrete Pavement Repair for Utility Trench	SY	60	$ 200.00	$ 12,000.00
12	32 01 29	Concrete Flume Repair	SY	9	$ 250.00	$ 2,250.00
13	32 93 00	Seeding Turf Grass	SY	15,907	$ 3.00	$ 47,721.00
14	32 93 00	Block Sod	SY	1,767	$ 11.00	$ 19,437.00
15	33 05 05	Excavation Protection	LF	7,953	$ 1.00	$ 7,953.00
16	33 05 07	Steel Casing by Open Cut (12")	LF	24	$ 400.00	$ 9,600.00
17	33 05 07	Steel Casing by Bore (12")	LF	390	$ 655.00	$ 255,450.00
18	33 05 07	Steel Casing by Open Cut (18")	LF	173	$ 420.00	$ 72,660.00
19	33 05 07	Steel Casing by Bore (18")	LF	83	$ 760.00	$ 63,080.00
20	33 05 07	Steel Casing by Open Cut (20")	LF	73	$ 450.00	$ 32,850.00
21	33 05 07	Steel Casing by Bore (20")	LF	178	$ 800.00	$ 142,400.00
22	33 05 07	Steel Casing by Open Cut (24")	LF	283	$ 550.00	$ 155,650.00
23	33 05 07	Steel Casing by Bore (24")	LF	252	$ 820.00	$ 206,640.00
24	33 05 15	HDPE Water Main in Casing (8")	LF	414	$ 100.00	$ 41,400.00
25	33 05 15	HDPE Water Main in Casing (12")	LF	256	$ 110.00	$ 28,160.00
26	33 05 15	HDPE Water Main in Casing (16")	LF	291	$ 150.00	$ 43,650.00
27	33 05 15	Sanitary Sewer Gravity Main in Casing (12")	LF	251	$ 110.00	$ 27,610.00
28	33 05 15	Sanitary Sewer Gravity Main in Casing (15")	LF	244	$ 120.00	$ 29,280.00
29	33 05 61; 33 05 62	Concrete Manhole (5' ID) (0'-6' Deep)	EA	4	$ 19,000.00	$ 76,000.00
30	33 05 61; 33 05 62	Extra Concrete Manhole Depth	VF	23	$ 800.00	$ 18,400.00
31	33 05 61; 33 05 62	External Drop for Manhole	EA	1	$ 14,000.00	$ 14,000.00
32	33 05 64	Double Detector Check Valve Vault	EA	1	$ 60,000.00	$ 60,000.00
33	33 05 76	Fiberglass Manhole (5' ID)	EA	2	$ 40,000.00	$ 80,000.00
34	33 05 76	Extra Fiberglass Manhole Depth	VF	34	$ 900.00	$ 30,600.00
35	33 05 98	Locate Existing Utilities	LS	1	$ 60,000.00	$ 60,000.00
36	33 14 11	PVC Water Main (8")	LF	45	$ 250.00	$ 11,250.00
37	33 14 11	PVC Water Main (12")	LF	55	$ 300.00	$ 16,500.00
38	33 14 14	HDPE Water Main (8")	LF	115	$ 260.00	$ 29,900.00
39	33 14 14	HDPE Water Main (12")	LF	83	$ 310.00	$ 25,730.00
40	33 14 14	HDPE Water Main (16")	LF	6,825	$ 260.00	$ 1,774,500.00
41	33 14 17	Water Service Connection (2")	EA	2	$ 7,000.00	$ 14,000.00
42	33 14 20	Gate Valve (8")	EA	3	$ 8,000.00	$ 24,000.00
43	33 14 20	Gate Valve (12")	EA	3	$ 10,000.00	$ 30,000.00
44	33 14 20	Gate Valve (16")	EA	12	$ 21,000.00	$ 252,000.00

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
45	33 14 25	Connection to Existing Main (8")	EA	6	$ 23,000.00	$ 138,000.00
46	33 14 25	Connection to Existing Main (12")	EA	2	$ 24,000.00	$ 48,000.00
47	33 14 25	Connection to Existing Main (16")	EA	2	$ 28,000.00	$ 56,000.00
48	33 14 25	City Performed Tapping Sleeve and Valve Connection (12" x 12")	EA	1	$ 18,000.00	$ 18,000.00
49	33 14 40	Fire Hydrant Assembly	EA	8	$ 16,000.00	$ 128,000.00
50	33 31 14	Sanitary Sewer Gravity Main (12")	LF	101	$ 300.00	$ 30,300.00
51	33 31 14	Sanitary Sewer Gravity Main (15")	LF	176	$ 310.00	$ 54,560.00
52	TXDOT 7216	Insertion Valve (8")	EA	2	$ 1,500.00	$ 3,000.00
53	34 71 13	Traffic Control Devices	MO	9	$ 2,500.00	$ 22,500.00
54	34 71 13	Traffic Control Plan	EA	3	$ 1,000.00	$ 3,000.00

TOTAL PROJECT BID AMOUNT: $ 4,750,231.00

SECTION 00 42 43 - UNIT PRICE BID FORM

City of Denton - Capital Projects

901-B Texas Street
Denton, TX 76209
Attn: Purchasing Dept.

From: Oscar Renda Contracting Inc.

1100 Kubota Dr.
Grapevine, TX 76051
Jon Dorma
817-293-4263
bidding@southlandholdings.com

PROJ.: **FM 1515 Utilities Relocation**

IFB: **7968-007**

ENG PMO: **230011-1**

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
1	01 57 13	SWPPP	LS	1	$ 10,000.00	$ 10,000.00
2	01 58 13	Project Signs	EA	2	$ 5,000.00	$ 10,000.00
3	01 70 00	Mobilization	LS	1	$ 1,100,000.00	$ 1,100,000.00
4	02 41 14	Remove Utility Manhole	EA	4	$ 12,000.00	$ 48,000.00
5	02 41 14	Remove Fire Hydrant, Lead Line & Valve	EA	10	$ 10,000.00	$ 100,000.00
6	02 41 14	Remove Water Valve	EA	10	$ 3,000.00	$ 30,000.00
7	31 10 00	Site Clearing	LS	1	$ 100,000.00	$ 100,000.00
8	31 25 14	SWPPP Device Installation	LS	1	$ 200,000.00	$ 200,000.00
9	31 25 14	SWPPP Device Removal	LS	1	$ 20,000.00	$ 20,000.00
10	32 01 17	Asphalt Pavement Repair for Utility Trench	SY	28	$ 400.00	$ 11,200.00
11	32 01 29	Concrete Pavement Repair for Utility Trench	SY	60	$ 300.00	$ 18,000.00
12	32 01 29	Concrete Flume Repair	SY	9	$ 250.00	$ 2,250.00
13	32 93 00	Seeding Turf Grass	SY	15,907	$ 1.50	$ 23,860.50
14	32 93 00	Block Sod	SY	1,767	$ 10.00	$ 17,670.00
15	33 05 05	Excavation Protection	LF	7,953	$ 1.00	$ 7,953.00
16	33 05 07	Steel Casing by Open Cut (12")	LF	24	$ 470.00	$ 11,280.00
17	33 05 07	Steel Casing by Bore (12")	LF	390	$ 800.00	$ 312,000.00
18	33 05 07	Steel Casing by Open Cut (18")	LF	173	$ 700.00	$ 121,100.00
19	33 05 07	Steel Casing by Bore (18")	LF	83	$ 900.00	$ 74,700.00
20	33 05 07	Steel Casing by Open Cut (20")	LF	73	$ 800.00	$ 58,400.00
21	33 05 07	Steel Casing by Bore (20")	LF	178	$ 1,100.00	$ 195,800.00
22	33 05 07	Steel Casing by Open Cut (24")	LF	283	$ 800.00	$ 226,400.00
23	33 05 07	Steel Casing by Bore (24")	LF	252	$ 1,200.00	$ 302,400.00
24	33 05 15	HDPE Water Main in Casing (8")	LF	414	$ 700.00	$ 289,800.00
25	33 05 15	HDPE Water Main in Casing (12")	LF	256	$ 900.00	$ 230,400.00
26	33 05 15	HDPE Water Main in Casing (16")	LF	291	$ 1,000.00	$ 291,000.00
27	33 05 15	Sanitary Sewer Gravity Main in Casing (12")	LF	251	$ 600.00	$ 150,600.00
28	33 05 15	Sanitary Sewer Gravity Main in Casing (15")	LF	244	$ 700.00	$ 170,800.00
29	33 05 61; 33 05 62	Concrete Manhole (5' ID) (0'-6' Deep)	EA	4	$ 35,000.00	$ 140,000.00
30	33 05 61; 33 05 62	Extra Concrete Manhole Depth	VF	23	$ 1,000.00	$ 23,000.00
31	33 05 61; 33 05 62	External Drop for Manhole	EA	1	$ 5,000.00	$ 5,000.00
32	33 05 64	Double Detector Check Valve Vault	EA	1	$ 50,000.00	$ 50,000.00
33	33 05 76	Fiberglass Manhole (5' ID)	EA	2	$ 40,000.00	$ 80,000.00
34	33 05 76	Extra Fiberglass Manhole Depth	VF	34	$ 2,000.00	$ 68,000.00
35	33 05 98	Locate Existing Utilities	LS	1	$ 100,000.00	$ 100,000.00
36	33 14 11	PVC Water Main (8")	LF	45	$ 600.00	$ 27,000.00
37	33 14 11	PVC Water Main (12")	LF	55	$ 650.00	$ 35,750.00
38	33 14 14	HDPE Water Main (8")	LF	115	$ 700.00	$ 80,500.00
39	33 14 14	HDPE Water Main (12")	LF	83	$ 800.00	$ 66,400.00
40	33 14 14	HDPE Water Main (16")	LF	6,825	$ 1,000.00	$ 6,825,000.00
41	33 14 17	Water Service Connection (2")	EA	2	$ 8,000.00	$ 16,000.00
42	33 14 20	Gate Valve (8")	EA	3	$ 5,000.00	$ 15,000.00
43	33 14 20	Gate Valve (12")	EA	3	$ 8,000.00	$ 24,000.00
44	33 14 20	Gate Valve (16")	EA	12	$ 25,000.00	$ 300,000.00

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
45	33 14 25	Connection to Existing Main (8")	EA	6	$ 7,500.00	$ 45,000.00
46	33 14 25	Connection to Existing Main (12")	EA	2	$ 12,000.00	$ 24,000.00
47	33 14 25	Connection to Existing Main (16")	EA	2	$ 24,000.00	$ 48,000.00
48	33 14 25	City Performed Tapping Sleeve and Valve Connection (12" x 12")	EA	1	$ 30,000.00	$ 30,000.00
49	33 14 40	Fire Hydrant Assembly	EA	8	$ 25,000.00	$ 200,000.00
50	33 31 14	Sanitary Sewer Gravity Main (12")	LF	101	$ 500.00	$ 50,500.00
51	33 31 14	Sanitary Sewer Gravity Main (15")	LF	176	$ 550.00	$ 96,800.00
52	TXDOT 7216	Insertion Valve (8")	EA	2	$ 25,000.00	$ 50,000.00
53	34 71 13	Traffic Control Devices	MO	9	$ 5,000.00	$ 45,000.00
54	34 71 13	Traffic Control Plan	EA	3	$ 5,000.00	$ 15,000.00

TOTAL PROJECT BID AMOUNT: $ 12,593,563.50

Capital Projects/Engineering
401 N. Elm St., Denton, TX 76201 • (940) 349-8910

August 12, 2025

TxDOT – Dallas District Utility and Survey Supervisor
4777 E. Highway 80
Mesquite, Texas 76021
214-320-6648

Dear TxDOT Dallas District Utilities:

This correspondence aims to elucidate the reasons behind the limited participation in the bidding process for the FM 1515 Utility Relocation (CSJ-011) (RCSJ-012) - Utility ID#: U00023607 project by the City of Denton.

The City of Denton initiated the solicitation for this project utilizing a Prequalified List of Utility Relocation Construction Services, consisting of three (3) contractors: Mountain Cascade of Texas, Oscar Renda Contracting, Inc., and S.J. Louis Construction of Texas, Ltd. However, bids were only received from Mountain Cascade of Texas and Oscar Renda Contracting, Inc., as submitted to the City of Denton's Procurement Office. It's noteworthy that the City lacks the authority to mandate participation from all parties, hence S.J. Louis Construction of Texas, Ltd. did not fulfill the bid requirements.

Should you find this letter and its accompanying enclosure insufficient in addressing this matter, please don't hesitate to contact us for further assistance.

Sincerely,

Shawn Messick
Construction Project Manager

Enclosure(s):
Bid Opportunity Detail

Login

Bid Opportunity Detail

Return to Listing | Supplier Registration

Bid Information

Type	Invitation for Bid
Status	Unsealed
Number	7968-007 Addendum 2 (FM 1515 Utilities Relocation)
Issue Date & Time	3/31/2025 03:16:34 PM (CT)
Close Date & Time	4/23/2025 01:00:00 PM (CT)
Question Cut Off Date	4/11/2025 02:00:00 PM (CT)
Duration	22 days 21 hours 43 minutes 25 seconds
Notes	

Contact

Name
Address
Phone
Fax
Email

IFB 7968-007 - FM1515 UTILITIES RELOCATION

The submittal process may take significant time.
The City highly recommends that respondents do not wait until minutes before the due date and time to submit proposal.

Submissions via email will not be accepted.

****Original Hard Copy Bid Bonds (w/raised seal) are required.****

A Pre-Bid Meeting and Project Site Walkthrough will be conducted on Monday, April 7, 2025, at 2:00PM CST

Pre-Bid Meeting & Project Walkthrough will be held for in-person attendance only, see physical location below:
Fastenal Distribution Center parking lot
3833 Airport Rd
Denton, TX 76207

A Public Opening will be conducted for this solicitation on Wednesday, April 23, 2025, at 1:30PM CST

To attend the Public Opening in-person, see physical location below:
Development Service Center
Training Room ONE
401 N. Elm Street
Denton, TX 76201

To attend the Public Opening virtually follow the link:
Click here to join the meeting
Meeting ID: 262 242 277 604
Passcode: bD2oc2jX
Download Teams | Join on the web
Learn More | Meeting options

In accordance with the provisions of Texas State Law, the City of Denton (the City) is requesting submissions to contract with an individual or business with considerable experience in providing goods or services of this solicitation. The responses and the cost solutions shall be submitted to the City of Denton in a sealed submission.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing goods and services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges and cost effective solutions.

Only firms prequalified under the Request for Qualifications (RFQ 7968 - Prequalification for Utility Relocation Construction Services) portion of this two-step process are allowed to submit bids in response to this Invitation for Bid (IFB). The firms who have been prequalified are as follows (listed alphabetically):

- Mountain Cascade of Texas
- Oscar Renda Contracting, Inc.
- S.J. Louis Construction of Texas, Ltd.

Bid Documents

Document name	Format
Bid Invitation	Acrobat / PDF
Public Question & Answer	Acrobat / PDF
1	2 items in 1 pages

Bid Attachments

File Name	Description	File Size
IFB 7968-007 FM 1515 Project Manual - SPECS.pdf (please login to view this document)	IFB 7968-007 FM 1515 Project Manual - SPECS	21.45 MB
IFB 7968-007 FM 1515 Project Manual - PLANS.pdf (please login to view this document)	IFB 7968-007 FM 1515 Project Manual - PLANS	24.14 MB
00 42 43 - Unit Price Bid Form.xlsx (please login to view this document)	00 42 43 - Unit Price Bid Form - IFB 7968-007	52 KB
7968-007 Safety Questionnaire.pdf	Safety Record Questionnaire Form	21 KB
ADDENDUM 1 - IFB 7968-007 Pre-Bid Meeting Agenda & Attendance.pdf	**ADDENDUM 1** IFB 7968-007 Pre-Bid Meeting Agenda & Attendance	91 KB
1		5 items in 1 pages

Bid Questions

Question	SS 2 shows a 12" being installed but the call outs at the top of the page state 15". Is SS 2 to be 12" or 15"?
Answer	12" is being installed.
Submitted	4/10/2025 09:11:49 AM (CT)

Question	Will a geotech be provided?
Answer	No Geotech will be provided.
Submitted	4/8/2025 06:47:05 AM (CT)

Question	Will the trees be required to be replaced on Airport Road in front of Fastenal?
Answer	1. The trees will be removed by TxDOT; therefore, replacement isn't required. Trees along FM 1515 should only be removed if necessary for utility installation.
Submitted	4/4/2025 02:05:34 PM (CT)

Question	Can an item be added for the sidewalk along Airport Road? It looks like it starts at Fastenal and goes to Dakota Lane.
Answer	1. The current sidewalk shouldn't be any issue other than when possibly removing the old hydrants, valves, and such.
Submitted	4/4/2025 02:04:48 PM (CT)

Bid Event Participation Activity

Activity Date	Activity Name	Description
4/7/2025 02:00:00 PM (CT)	Pre-Bid Conference & Site Walkthrough	****Due to severe weather conditions, the Pre-Bid Meeting and Site Walkthrough will be moved to Monday, April 7th at 2:00 PM**** A non-mandatory Pre-Bid Conference and Project Site Walkthrough will be available to interested contractors. Attendance at the Pre-Bid Conference is strongly encouraged prior to submission of a response. **Pre-Bid Meeting & Project Walkthrough will be held for in-person attendance only, see physical location below:** Fastenal Distribution Center parking lot 3833 Airport Rd Denton, TX 76207
1		1 items in 1 pages

Plan Holders

Supplier Name	City	State	Contact Name	Email	Phone
mountain cascade of texas	Alvarado	TX	Cody Sears	codys@mountaincascade.com	(817) 783-3094
Oscar Renda Contracting, Inc.	Grapevine	TX	Janie Rodriguez	bidding@southlandholdings.com	(817) 293-4263
S.J. Louis Construction of Texas, Ltd	Mansfield	TX	Adam Lunsford	AdamL@sjlouis.com	(817) 477-0320
1					3 items in 1 pages

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☒ RULIS Permit Number: 00002/20240807/370940/444678/UP
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

UTILITY PERMIT APPROVAL

TO:	Tankersley City of Denton - Cole
	401 N. Elm St. Denton,76201

Date:	09-10-2025
Application/Permit No.:	00002/20240807/370940/444678/UP
District:	Dallas

Highway	Control Section	Maintenance Section	County
FM1515-K: From milepost 562+0.223 To milepost 562+1.072	1951-01		Denton
FM1515-K: From milepost 562+1.072 To milepost 562+1.078	1951-01		Denton
FM1515-K: From milepost 562+1.078 To milepost 562+1.541	1951-01		Denton
lH0035W-X: At milepost 84.648	0081-13		Denton
lH0035W-X: At milepost 84.648	0081-13		
FM1515-K: From milepost 562+1.663 To milepost 562+1.669	1951-01		Denton
FM1515-K: From milepost 562+1.67 To milepost 562+1.676	1951-01		Denton
FM1515-K: At milepost 562+1.67	1951-01		
FM1515-K: From milepost 562+1.271 To milepost 562+1.286	1951-01		Denton
FM1515-K: From milepost 562+0.771 To milepost 562+0.772	1951-01		Denton
FM1515-K: At milepost 562+0.772	1951-01		

Schedule Dates: from 09/09/2025 to 03/09/2026

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. 00002/20240807/370940/444678/UP dated

03/06/2025 and accompanying documentation, except as noted below.

Special Provisions:
You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of workdays and traffic control plans. Use the RULIS website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval and any approved amendments at the job site.

When installing utility lines on controlled-access highways, access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for routine service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as that apply to the general public except, however, if an emergency occurs and usual means of access for routine service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for the convenience and safety of highway traffic.

The installation shall not damage any part of the highway, and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. If the Utility Installation Owner fails to comply with any or all the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

SME - Utility Coordinator Review
Review Answer: Require Additional Information

Response text: This permit was already approved through Denton UC. This is not a Ellis or Navarro permit.

SME - Utility Coordinator Review
Review Answer: Recommend Approval w/ Comments/Changes
Response text: Please make sure current prints are uploaded and construction dates are updated

SME - Utility Coordinator Review
Review Answer: Recommend Approval
Response text:

Reviewed and approved by the Area Office.

SME- District Design / Project Management Review
Review Answer: Recommend Approval
Response text: Hello. I have reviewed. I do not see any conflicts with TxDOT Project FM 1515 CSJ 1951-01-011.

SME - Utility Coordinator Review
Review Answer: Recommend Approval
Response text: Recommend Approval

SME ATTACHMENTS:

Included attachments:

SME Answers Summary 3106994.pdf
SME Answers Summary 2931176.pdf
SME Answers Summary 2919349.pdf

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 4.46 %

☒ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

☐ Toll Road

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	[illegible]
3	9[illegible]	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

EXAMPLE

_____ _____ _____ _____
Initial Date Initial Date
TxDOT Utility

ELIGIBILITY RATIO CALCULATOR

Calculation for Overhead Installation by **Number of Eligible Poles**		Calculation for Underground or Overhead by **Length of Existing Facility**	
Number of EXISTING poles in conflict that are both OUTSIDE of existing ROW, and INSIDE of Proposed ROW. (in easement)		Length of existing facility in conflict that is both **outside of the existing ROW** and **inside of proposed ROW**. EASEMENT	371
Number of existing Poles in conflict that are inside of the existing ROW. (present by permit)		Length of the existing facility in conflict **inside of the existing ROW**. PERMIT	7942
TOTAL number of Poles in Conflict	0	TOTAL length of the existing facility within proposed TxDOT ROW.	8313
ELIGIBILITY IF CALCULATED BY POLES	0.00%	ELIGIBILITY IF CALCULATED BY LENGTH	4.46%
ACCEPTED ELIGIBILITY RATIO		4.46%	

ELIGIBILITY RATIO CALCULATOR

Linear Feet or Pole Count of Existing Facility

	Public (permit)	Private (easement)
Page 1		
Page 2		
Page 3		
Page 4		
Page 5		
Page 6		
Page 7		
Page 8		
Page 9		
Page 10		
Page 11		
Page 12		
Page 13		
Page 14		
Page 15	1000	
Page 16	950	
Page 17	1000	
Page 18	1000	
Page 19	1000	
Page 20	1000	
Page 21	1024	
Page 22	93.82	371
Page 23	334.74	
Page 24	130.91	
Page 25	100.26	
Page 26	71.22	
Page 27	236.68	
Page 28		
Page 29		
Page 30		
Page 31		
Page 32		
Page 33		
Page 34		
Page 35		
Page 36		
Page 37		
SUM	7941.63	371

TOTAL EXISTING FACILITY	8313
ACCEPTED ELIGIBILITY RATIO	4.46%

Attachment "G"
Betterment Calculation and Estimate

☒ Elective Betterment Ratio established: 90.25 %
☐ Calculation is attached and the justification is included below
☒ A betterment and an in-kind estimate are included

☐ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☐ Due to proposed roadway design. (Provide explanation below)

☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:

Initial	Date	Initial	Date
TxDOT		Utility	

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment. Please attach both estimates.

The total estimated cost of the project **INCLUDING BETTERMENT**	$5,419,747.05
The total estimated cost of the project **NOT** including **BETTERMENT**	$528,423.41
THE AMOUNT OF BETTERMENT	$4,891,323.64
The BETTERMENT RATIO IS:	90.25%

Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

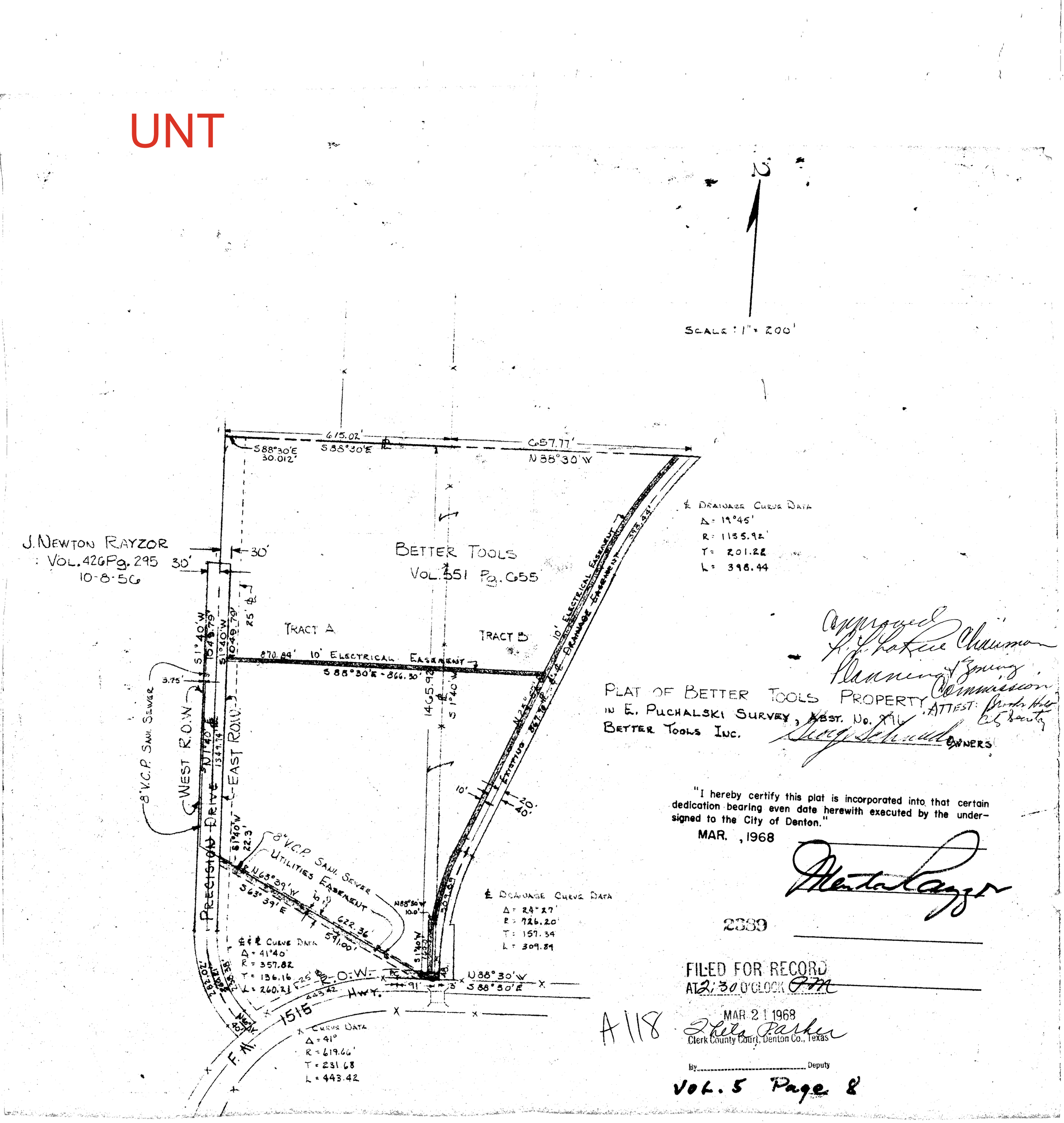
☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

UNT



PLAT OF BETTER TOOLS PROPERTY
IN E. PUCHALSKI SURVEY, ABST. No. 996
BETTER TOOLS INC.

Approved
L. L. Lakey Chairman
Planning & Zoning
Commission
ATTEST: Brooks Hale
City Secretary

OWNERS

"I hereby certify this plat is incorporated into that certain dedication bearing even date herewith executed by the undersigned to the City of Denton."

MAR. , 1968

2389

FILED FOR RECORD
AT 2:30 O'CLOCK P.M.
MAR 21 1968
Thelma Parker
Clerk County Court, Denton Co., Texas

By Deputy

A 118

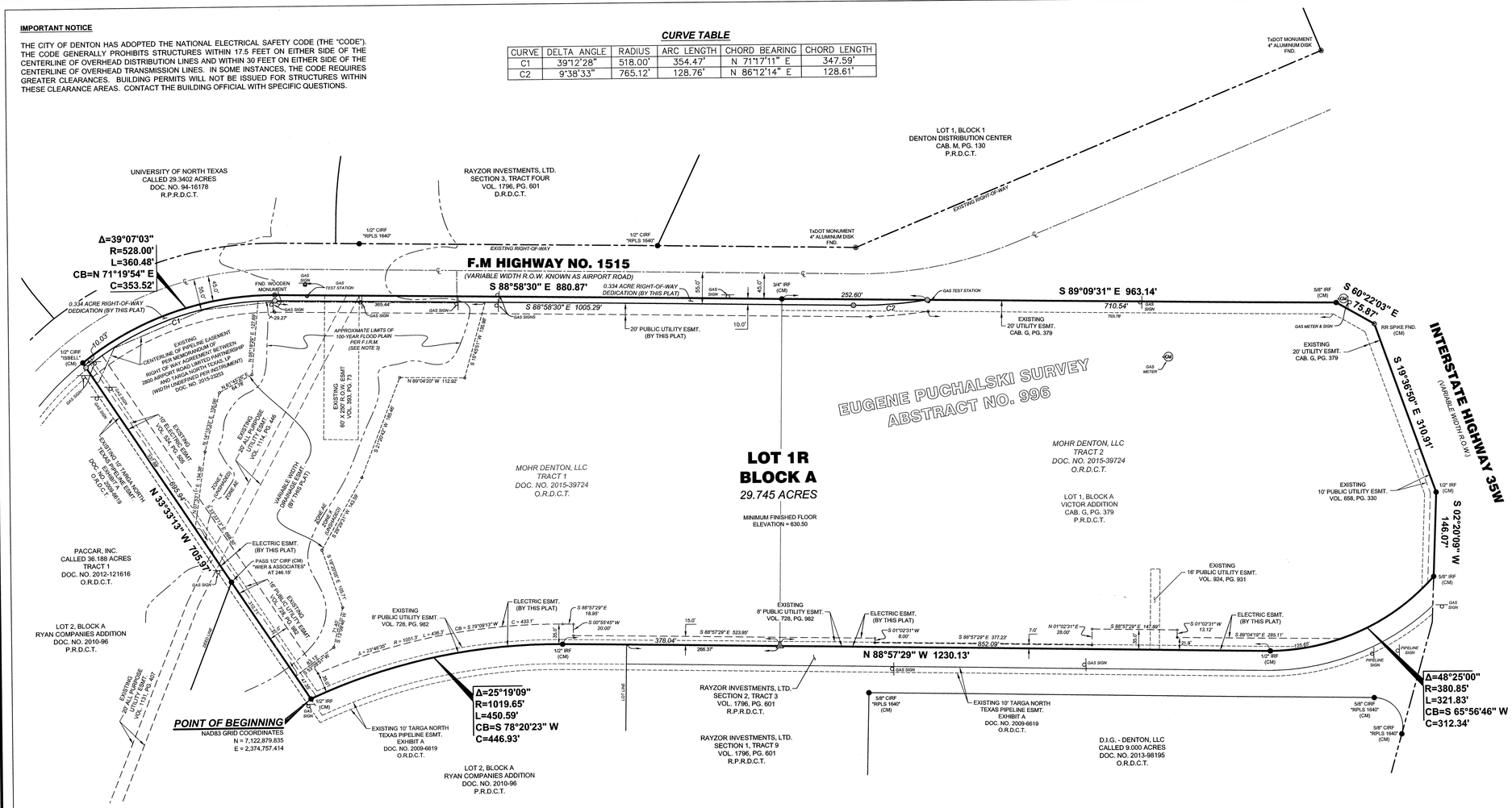
VOL. 5 Page 8

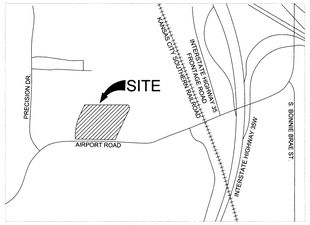
IMPORTANT NOTICE

THE CITY OF DENTON HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 30 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES, THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS.

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	39°12'28"	518.00'	354.47'	N 71°17'11" E	347.59'
C2	9°38'33"	765.12'	128.76'	N 86°12'14" E	128.61'


F.M HIGHWAY NO. 1515
(VARIABLE WIDTH R.O.W. KNOWN AS AIRPORT ROAD)
INTERSTATE HIGHWAY 35W
(VARIABLE WIDTH R.O.W.)
EUGENE PUCHALSKI SURVEY
ABSTRACT NO. 996
LOT 1R
BLOCK A
29.745 ACRES
MINIMUM FINISHED FLOOR ELEVATION = 630.50
MOHR DENTON, LLC
TRACT 1
DOC. NO. 2015-39724
O.R.D.C.T.
MOHR DENTON, LLC
TRACT 2
DOC. NO. 2015-39724
O.R.D.C.T.
LOT 1, BLOCK A
VICTOR ADDITION
CAB. G, PG. 379
P.R.D.C.T.
LOT 1, BLOCK 1
DENTON DISTRIBUTION CENTER
CAB. M, PG. 130
P.R.D.C.T.
UNIVERSITY OF NORTH TEXAS
CALLED 29.3402 ACRES
DOC. NO. 94-16178
R.P.R.D.C.T.
RAYZOR INVESTMENTS, LTD.
SECTION 3, TRACT FOUR
VOL. 1796, PG. 601
D.R.D.C.T.
PACCAR, INC.
CALLED 36.188 ACRES
TRACT 1
DOC. NO. 2012-121616
O.R.D.C.T.
LOT 2, BLOCK A
RYAN COMPANIES ADDITION
DOC. NO. 2010-96
P.R.D.C.T.
RAYZOR INVESTMENTS, LTD.
SECTION 2, TRACT 3
VOL. 1796, PG. 601
R.P.R.D.C.T.
RAYZOR INVESTMENTS, LTD.
SECTION 1, TRACT 9
VOL. 1796, PG. 601
R.P.R.D.C.T.
D.I.G. - DENTON, LLC
CALLED 9.000 ACRES
DOC. NO. 2013-98195
O.R.D.C.T.
Δ=39°07'03"
R=528.00'
L=360.48'
CB=N 71°19'54" E
C=353.52'
Δ=25°19'09"
R=1019.65'
L=450.59'
CB=S 78°20'23" W
C=446.93'
Δ=48°25'00"
R=380.85'
L=321.83'
CB=S 65°56'46" W
C=312.34'
POINT OF BEGINNING
NAD83 GRID COORDINATES
N = 7,122,879.835
E = 2,374,757.414
S 89°09'31" E 963.14'
S 88°58'30" E 880.87'
S 88°58'30" E 1005.29'
N 88°57'29" W 1230.13'
S 60°22'03" E 75.87'
S 19°36'50" E 310.91'
S 02°20'09" W 146.07'
N 33°33'13" W 705.97'
EXISTING RIGHT-OF-WAY
EXISTING 20' UTILITY ESMT. CAB. G, PG. 379
EXISTING 10' PUBLIC UTILITY ESMT. VOL. 658, PG. 330
EXISTING 16' PUBLIC UTILITY ESMT. VOL. 924, PG. 931
EXISTING 8' PUBLIC UTILITY ESMT. VOL. 728, PG. 982
EXISTING 20' ELECTRIC EASEMENT VOL. 1114, PG. 346
EXISTING 16' ELECTRIC EASEMENT VOL. 4024, PG. 956
EXISTING 20' PUBLIC UTILITY ESMT. VOL. 1151, PG. 401
EXISTING 10' TARGA NORTH TEXAS PIPELINE ESMT. EXHIBIT A DOC. NO. 2009-6619 O.R.D.C.T.
EXISTING 10' TARGA NORTH TEXAS PIPELINE ESMT. EXHIBIT A DOC. NO. 2009-6619 O.R.D.C.T.
EXISTING 60' X 2400' FLOWAGE EASEMENT VOL. 393, PG. 73
APPROXIMATE LIMITS OF 100-YEAR FLOOD PLAIN PER F.I.R.M. (SEE NOTE 9)
0.334 ACRE RIGHT-OF-WAY DEDICATION (BY THIS PLAT)
EXISTING EASEMENT CENTER-LINE OF PIPELINE RIGHT OF WAY AGREEMENT BETWEEN 2920 AIRPORT FORT WORTH PARTNERSHIP AND TARGA NORTH TEXAS, LP (WIDTH UNDEFINED PER INSTRUMENT) DOC. NO. 2015-23250
ELECTRIC ESMT. (BY THIS PLAT)
PASS 1/2" CIRF (CM) "WIER & ASSOCIATES" AT 246.15'
1/2" CIRF "RPLS 1640"
1/2" IRF (CM)
5/8" IRF (CM)
3/4" IRF (CM)
5/8" CIRF "RPLS 1640" (CM)
IRR SPIKE FND. (CM)
TxDOT MONUMENT 4" ALUMINUM DISK FND.
FND. WOODEN MONUMENT
GAS METER & SIGN
GAS TEST STATION
GAS SIGN
PIPELINE SIGN
TOWER
TOWER (DECOMMISSIONED)
POWER POLE
POWER POLE W/ GUY
OHP
OHP W/ GUY
UGP
UGP W/ GUY
FENCE
CONCRETE
ASPHALT
GRAVEL
LOT LINE
EXISTING RIGHT-OF-WAY
DEDICATION (BY THIS PLAT)
20' PUBLIC UTILITY ESMT. (BY THIS PLAT)
VARIABLE WIDTH DRAINAGE ESMT. (BY THIS PLAT)
42SWE-E (OVERHEAD DISTRIBUTION) 630.50
42SWE-E (OVERHEAD DISTRIBUTION) 630.50
C1
C2
C = 433.1'
CB = S 79°09'15" W
A = 23°46'56"
R = 1051.3'
L = 436.3'
S 88°57'29" E 523.99'
S 88°57'29" E 377.23'
S 88°57'29" E 852.09'
N 88°57'29" W 1230.13'
S 88°57'29" E 147.99'
S 89°04'16" E 285.11'
S 88°57'29" E 18.95'
S 00°55'45" W 20.00'
S 01°02'31" W 8.00'
N 01°02'31" E 28.00'
S 01°02'31" W 13.12'
N 89°04'20" W 112.92'
S 17°24'27" W 140.48'
S 14°13'29" E 69.06'
S 01°15'29" E 122.66'
S 19°45'51" W 108.98'
N 33°33'13" W 705.97'
S 33°33'13" E 696.54'
S 33°33'13" E 696.54'
S 33°33'13" E 696.54



VICINITY MAP
1" = 1000'

GENERAL NOTES:

1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.

2. FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF DENTON, COMMUNITY NUMBER 480194 EFFECTIVE DATE 04-18-2011 AND THAT MAP INDICATES AS SCALED, THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AND A PORTION IS WITHIN "SHADED ZONE AE" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANGE FLOOD (100-YEAR); WITH BASE FLOOD ELEVATIONS DETERMINED", A PORTION OF WHICH LIES IN THE "FLOODWAY" DEFINED AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENTS" AS SHOWN ON PANEL 360 G OF SAID MAP.

3. THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 1 LOT OF RECORD.

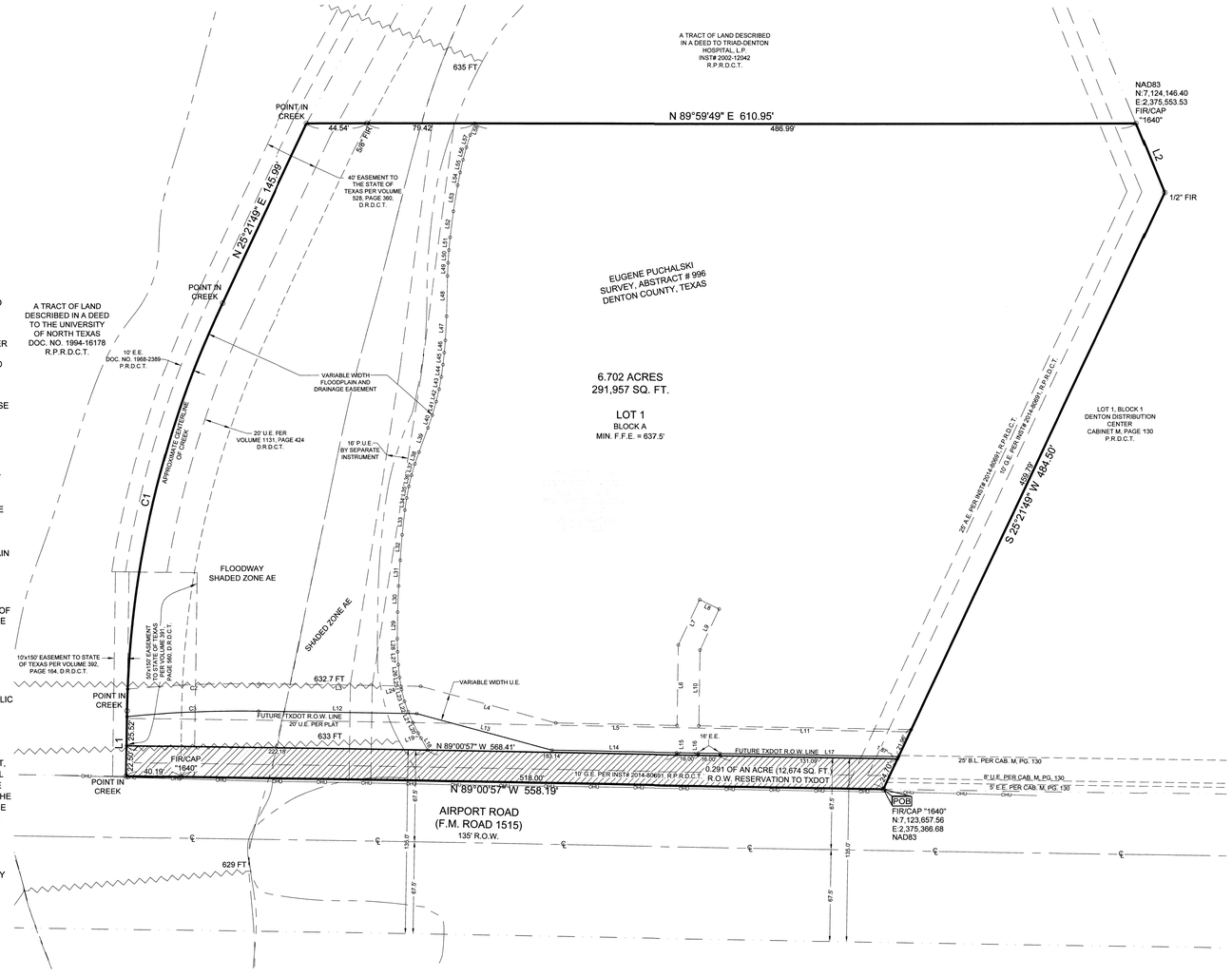
4. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

5. THERE ARE NO PROTECTED TREES IN THE DEVELOPMENT IMPACT AREA. THERE ARE EXISTING TREES WITHIN THE FLOODPLAIN TO REMAIN UNDISTURBED.

6. THE CITY OF DENTON HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 37.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS.

7. PRIVATE IMPROVEMENTS CANNOT ENCROACH ONTO EXISTING PUBLIC OR PRIVATE EASEMENTS.

8. STREAMS AND DRAINAGE WAYS MAY BE RETAINED AS A PART OF A NONRESIDENTIAL LOT, AND IT SHALL BE THE PROPERTY OWNER'S RESPONSIBILITY TO MAINTAIN THIS AREA AS SET FORTH BY EASEMENT, EXCEPT AS OTHERWISE PROVIDED. A MAINTENANCE EASEMENT SHALL BE GRANTED TO THE CITY AND SHALL GRANT THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN AND CONSTRUCT DRAINAGE FACILITIES IF THE STREAM OR DRAINAGE WAY IS NOT BEING PROPERLY MAINTAINED. THE MAINTENANCE ENTITY'S BY-LAWS AND COVENANTS FILED OF RECORD SHALL PROVIDE FOR ONGOING MAINTENANCE. THE EASEMENT SHALL AUTHORIZE A LIEN AGAINST INDIVIDUAL ABUTTING LOTS IN FAVOR OF THE CITY TO SECURE THE PAYMENT TO THE CITY FOR ANY EXPENSES INCURRED BY THE CITY IN THE EVENT OF DEFAULT OR TO SECURE PAYMENT FOR ANY EXPENSES INCURRED IF THE MAINTENANCE ENTITY IS NOT PROPERLY MAINTAINING THE STREAM OR DRAINAGE WAY.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°54'49" E	48.02'
L2	S 22°03'33" E	55.07'
L3	S 89°02'08" E	119.56'
L4	S 75°00'27" E	103.05'
L5	S 89°01'43" E	89.11'
L6	N 00°59'03" E	58.84'
L7	N 25°21'49" E	36.64'
L8	S 64°38'11" E	16.00'
L9	S 25°21'49" W	33.18'
L10	S 00°59'03" W	55.38'
L11	S 89°01'43" E	156.93'
L12	S 89°02'08" E	117.11'
L13	S 75°00'27" E	103.05'
L14	S 89°01'43" E	91.57'
L15	N 00°59'03" E	1.67'
L16	N 00°59'03" E	1.67'
L17	N 89°01'43" W	131.87'
L18	N 29°25'15" W	10.06'
L19	N 29°24'27" W	4.36'
L20	N 26°35'31" W	8.53'
L21	N 23°39'28" W	8.54'
L22	N 19°30'06" W	8.15'
L23	N 14°04'19" W	8.86'
L24	N 09°07'52" W	2.26'
L25	N 09°07'45" W	6.81'
L26	N 05°39'17" W	9.31'
L27	N 03°03'55" W	9.53'
L28	N 01°01'07" W	9.50'
L29	N 00°44'52" E	19.52'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	N 02°16'25" E	19.24'
L31	N 03°30'31" E	19.16'
L32	N 04°29'34" E	18.79'
L33	N 06°24'30" E	18.44'
L34	N 08°41'45" E	8.85'
L35	N 10°36'22" E	8.75'
L36	N 13°36'57" E	8.49'
L37	N 16°55'14" E	8.70'
L38	N 19°30'16" E	9.04'
L39	N 20°21'31" E	18.98'
L40	N 19°20'52" E	9.90'
L41	N 16°37'58" E	10.26'
L42	N 13°14'30" E	9.31'
L43	N 10°18'49" E	9.27'
L44	N 07°55'44" E	9.02'
L45	N 06°27'44" E	9.02'
L46	N 04°45'31" E	9.09'
L47	N 02°59'49" E	17.74'
L48	N 01°21'38" E	29.66'
L49	N 02°32'23" E	9.54'
L50	N 04°04'49" E	9.40'
L51	N 05°34'17" E	9.41'
L52	N 07°10'55" E	19.25'
L53	N 09°30'48" E	19.39'
L54	N 11°00'05" E	9.66'
L55	N 12°46'51" E	9.56'
L56	N 15°06'53" E	9.51'
L57	N 17°35'24" E	9.52'
L58	N 20°57'07" E	9.23'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	726.20'	309.87'	307.53'	N 13°17'35" E	24°26'54"
C2	914.16'	96.68'	96.63'	N 87°58'06" E	6°03'33"
C3	894.16'	96.87'	96.83'	N 87°53'39" E	6°12'27"

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS; STEVENSON PROPERTIES DENTON TEXAS, LLC is the owner of all that certain tract of land situated in the Eugene Puchalski Survey, Abstract Number 996, Denton County, Texas, and being all of a tract of land described in a deed to STEVENSON PROPERTIES DENTON TEXAS, LLC, as recorded in Instrument Number 2019-40218, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped iron rod found stamped "1640" for the Southeast corner of said Stevenson tract, same being the Southwest corner of Lot 1, Block 1, Denton Distribution Center, recorded in Cabinet M, Page 130, Plat Records, Denton County, Texas, and being in the North right of way line of Airport Road, also known as Farm to Market Road 1515;

THENCE North 89 degrees 00 minutes 57 seconds West, along said North right of way line, passing a capped iron rod found stamped "1640" at a distance of 518.00 feet, continuing for a total distance of 558.19 feet to a point in creek, same being the Southwest corner of said Stevenson tract, and being the Southeast corner of a tract of land described in a deed to The University of North Texas, recorded in Instrument Number 1994-16178, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 54 minutes 49 seconds East, along the common line of said Stevenson tract and said University of North Texas tract, a distance of 48.02 feet to a point in creek, same being the beginning of a curve to the right;

THENCE continuing along said common line and along said curve to the right, whose chord bears North 13 degrees 17 minutes 35 seconds East, 307.53 feet, having a radius of 726.20 feet, and an arc length of 309.87 feet to a point in creek;

THENCE North 25 degrees 21 minutes 49 seconds East, continuing along said common line, a distance of 145.99 feet to a point in creek for the Northwest corner of said Stevenson tract;

THENCE North 89 degrees 59 minutes 49 seconds East, departing said common line and along the common line of said Stevenson tract and a tract of land described in a deed to Triad-Denton Hospital, L.P., recorded in Instrument Number 2002-12042, Real Property Records, Denton County, Texas, passing a 5/8" iron rod found at a distance of 44.54 feet, and continuing for a total distance of 610.95 feet to a capped iron rod found stamped "1640" for the Northerly Northeast corner of said Stevenson tract;

THENCE South 22 degrees 03 minutes 33 seconds East, departing said common line and along the common line of said Lot 1, Block 1, a distance of 55.07 feet to a 1/2 inch iron rod found;

THENCE South 25 degrees 21 minutes 49 seconds West, continuing along said common line, a distance of 484.50 feet to the POINT OF BEGINNING and containing 6.99 acres (304,632 square feet) of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT STEVENSON PROPERTIES DENTON TEXAS, LLC DOES HEREBY ADOPT THIS FINAL PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS **AIRPORT ROAD ADDITION**, AN ADDITION IN THE CITY OF DENTON, DENTON COUNTY, TEXAS AND DOES HEREBY DEDICATE TO PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

STEVENSON PROPERTIES DENTON TEXAS, LLC DATE

STATE OF MO
COUNTY OF Clay

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED STEVENSON PROPERTIES DENTON TEXAS, LLC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 29th DAY OF March, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF MO
Clay COUNTY

MY COMMISSION EXPIRES ON Dec 6 2026

Jaelyn Nicole Daniels
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Dec 6, 2026
Commission # 22622038

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF DENTON, DENTON COUNTY, TEXAS.

KENNETH A. ZOLLINGER R.P.L.S. # 5312 DATE

STATE OF TEXAS
KENNETH A ZOLLINGER
5312
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS 11 DAY OF [illegible], 2023.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

ANNE M WATSON
Notary ID #128482337
My Commission Expires 12/29/26

MY COMMISSION EXPIRES 12-29-26

APPROVED BY THE PLANNING AND ZONING COMMISSION ON THIS
15th DAY OF December, 2023.

CHAIR PERSON

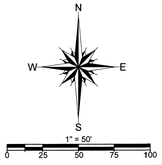
CITY SECRETARY

CITY OF DENTON, DENTON, TEXAS

CITY OF DENTON PROJECT NUMBER
FP22-0022

LEGEND

R.O.W. = RIGHT-OF-WAY
POB = POINT OF BEGINNING
FIR = IRON ROD FOUND
R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
D.R.D.C.T. = DEED RECORDS DENTON COUNTY TEXAS
P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
MIN. F.F.E. = MINIMUM FINISHED FLOOR ELEVATION
E.E. = ELECTRIC EASEMENT
G.E. = GAS EASEMENT
U.E. = UTILITY EASEMENT
B.L. = BUILDING LINE
P.U.E. = PRIVATE UTILITY EASEMENT
———℄——— = CENTERLINE OF ROAD
——— ——— = ADJOINING PROPERTY LINE
~~~~~~~~~~ = BASE FLOOD ELEVATION LINE
———OHU——— = OVERHEAD ELECTRIC LINE



SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

ENGINEER:
ALLISON ENGINEERING GROUP
2415 N ELM STREET
DENTON, TEXAS 76201
PHONE: (940) 380-9453
TBPE FIRM #F-7898
CONTACT: ANTHONY MILBITZ

OWNER:
STEVENSON PROPERTIES DENTON TEXAS, LLC
2840 ROE LANE
KANSAS CITY, KANSAS 66103
PHONE: (913) 384-0804

K Z
TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER
DENTON, TX 76205
(940) 382-3446

JOB NUMBER: 200324-01
DRAWN BY: MLB/DJJ
DATE: 01-09-2023
R.P.L.S.
KENNETH A. ZOLLINGER

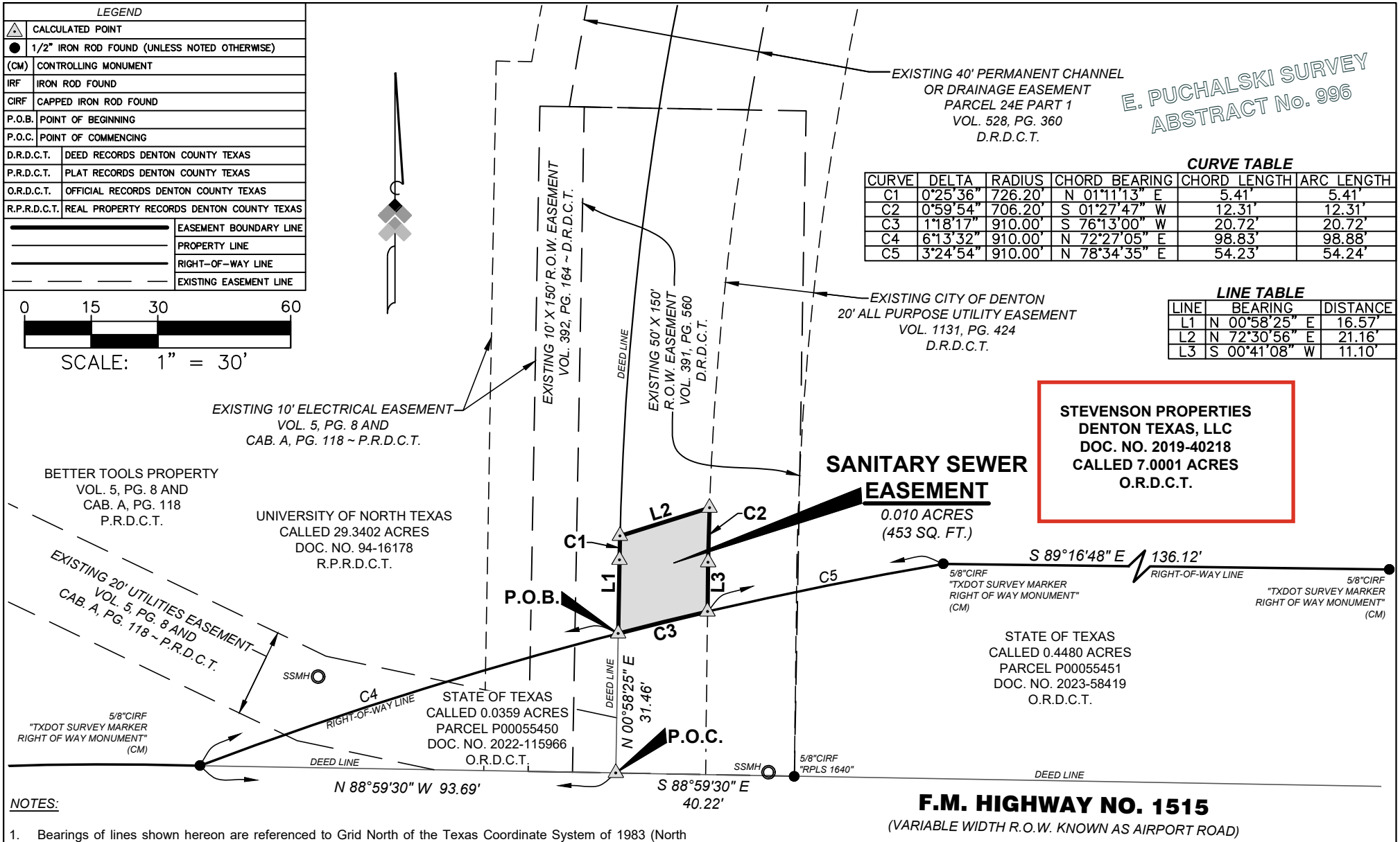
FINAL PLAT
LOT 1, BLOCK A
AIRPORT ROAD ADDITION

BEING 6.99 ACRES IN THE
EUGENE PUCHALSKI SURVEY, ABSTRACT NUMBER 996,
CITY OF DENTON, DENTON COUNTY, TEXAS

Filed for Record
In the Official Records Of:
Denton County
On: 4/21/2023 3:46:57 PM
In the PLAT Records
AIRPORT ROAD ADDN
Doc Number: 2023- 130
Number of Pages: 1
Amount: 50.00
Order#:20230421000608
By: CB
~~~~~~~~~~

City of Denton Utility Easement Status Report																
Denton CAD No.	Parcel No.	Property Owner	Notes		LF of Easement Acquisition	Width (ft)	Total (SF)		Anticipated Fee Price/SF	Easement % of Fee Value	Total Easement Value	Title Policy Fee		Total Easement Total
					Permanent				Permanent					Perm & TP Totals
FM 1515 - Utility Relocation														
36715	1	UNT			77.65	16.57	1219.68		$ 0.82	100%	$ 1,488.00	0		$ 4,070.25
766102, 1021573	2	Stevenson Properties			21.16	20.72	435.6		$ 5.07	100%	$ 86.00	0		$ 86.00
668373	3	2800 Airport LLC			34.71	22.14	418		$ 0.57	100%	$ 732.00	0		$ 732.00

Highlighted parcel is being acquired via Eminent Domain, 3rd party attorney fees will be applied, and verified by paid invoices



CURVE TABLE

CURVE	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	0°25'36"	726.20'	N 01°11'13" E	5.41'	5.41'
C2	0°59'54"	706.20'	S 01°27'47" W	12.31'	12.31'
C3	1°18'17"	910.00'	S 76°13'00" W	20.72'	20.72'
C4	6°13'32"	910.00'	N 72°27'05" E	98.83'	98.88'
C5	3°24'54"	910.00'	N 78°34'35" E	54.23'	54.24'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°58'25" E	16.57'
L2	N 72°30'56" E	21.16'
L3	S 00°41'08" W	11.10'

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202: NAD83 (2011) Epoch 2010) as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
2. This Exhibit was prepared without the benefit of a current Title Commitment, or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.
3. A Legal Description of even date herewith accompanies this Easement Exhibit. See Exhibit "A".

tnp
teague nall and perkins
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 / www.tnpinc.com
TBPELS FIRM 10011601

STATE OF TEXAS REGISTERED TODD B. TURNER 4859 PROFESSIONAL LAND SURVEYOR

7-1-2024

EXHIBIT "B"

SANITARY SEWER EASEMENT

BEING 0.010 ACRES (453 SQ. FT.) OF LAND SITUATED IN THE E. PUCHALSKI SURVEY, ABSTRACT NO. 996 CITY OF DENTON, DENTON COUNTY, TEXAS

I:\Projects\DEN24235\Sur-C3D\cad\survey\Easements\DEN24235_SPDT_SSE.dwg

LEGEND	
△	CALCULATED POINT
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
(CM)	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
D.R.D.C.T.	DEED RECORDS DENTON COUNTY TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY TEXAS
	EASEMENT BOUNDARY LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE

0 15 30 60

SCALE: 1" = 30'

EXISTING 40' PERMANENT CHANNEL OR DRAINAGE EASEMENT PARCEL 24E PART 1 VOL. 528, PG. 360 D.R.D.C.T.

E. PUCHALSKI SURVEY ABSTRACT No. 996

CURVE TABLE

CURVE	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	0°25'36"	726.20'	S 01°11'13" W	5.41'	5.41'
C2	2°31'52"	910.00'	S 74°17'55" W	40.20'	40.20'
C3	3°41'39"	910.00'	N 71°11'09" E	58.66'	58.67'
C4	4°43'11"	910.00'	S 77°55'26" W	74.94'	74.96'

EXISTING CITY OF DENTON 20' ALL PURPOSE UTILITY EASEMENT VOL. 1131, PG. 424 D.R.D.C.T.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 78°00'10" W	27.74'
L2	N 64°20'28" W	8.69'
L3	N 72°30'56" E	77.65'
L4	S 00°58'25" W	16.57'

EXISTING 10' ELECTRICAL EASEMENT VOL. 5, PG. 8 AND CAB. A, PG. 118 ~ P.R.D.C.T.

EXISTING 10' X 150' R.O.W. EASEMENT VOL. 392, PG. 164 ~ D.R.D.C.T.

EXISTING 50' X 150' R.O.W. EASEMENT VOL. 391, PG. 560 D.R.D.C.T.

DEED LINE

STEVENSON PROPERTIES DENTON TEXAS, LLC DOC. NO. 2019-40218 CALLED 7.0001 ACRES O.R.D.C.T.

BETTER TOOLS PROPERTY VOL. 5, PG. 8 AND CAB. A, PG. 118 P.R.D.C.T.

UNIVERSITY OF NORTH TEXAS CALLED 29.3402 ACRES DOC. NO. 94-16178 R.P.R.D.C.T.

SANITARY SEWER EASEMENT
0.028 ACRES (1,206 SQ. FT.)

EXISTING 20' UTILITIES EASEMENT VOL. 5, PG. 8 AND CAB. A, PG. 118 ~ P.R.D.C.T.

C1 L3 L4 C4 L2 L1 C2 C3 P.O.B. P.O.C.

S 89°16'48" E 136.12'

5/8"CIRF "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" (CM)

RIGHT-OF-WAY LINE

5/8"CIRF "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" (CM)

SSMH

STATE OF TEXAS CALLED 0.0359 ACRES PARCEL P00055450 DOC. NO. 2022-115966 O.R.D.C.T.

S 00°58'25" W 31.46'

STATE OF TEXAS CALLED 0.4480 ACRES PARCEL P00055451 DOC. NO. 2023-58419 O.R.D.C.T.

5/8"CIRF "RPLS 1640"

SSMH

DEED LINE

S 88°59'30" E 93.69'

F.M. HIGHWAY NO. 1515
(VARIABLE WIDTH R.O.W. KNOWN AS AIRPORT ROAD)

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202: NAD83 (2011) Epoch 2010) as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
2. This Exhibit was prepared without the benefit of a current Title Commitment, or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.
3. A Legal Description of even date herewith accompanies this Easement Exhibit. See Exhibit "A".

STATE OF TEXAS REGISTERED TODD B. TURNER 4859 PROFESSIONAL LAND SURVEYOR

7-1-2024

tnp
teague nall and perkins
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 / www.tnpinc.com
TBPELS FIRM 10011601

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EXHIBIT "B"

SANITARY SEWER EASEMENT

BEING 0.028 ACRES (1206 SQ. FT.) OF LAND SITUATED IN THE E. PUCHALSKI SURVEY, ABSTRACT NO. 996 CITY OF DENTON, DENTON COUNTY, TEXAS

CURVE TABLE

CURVE	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1°50'18"	690.00'	N 64°37'35" E	22.14'	22.14'
C2	5°22'02"	690.00'	N 61°01'25" E	64.61'	64.64'
C3	14°59'39"	690.00'	N 73°02'34" E	180.06'	180.57'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°01'06" W	6.99'
L2	S 28°16'26" W	42.25'
L3	N 00°01'06" E	34.71'

F.M. HIGHWAY NO. 1515

(VARIABLE WIDTH R.O.W. KNOWN AS AIRPORT ROAD)

SSMH

5/8"CIRF "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" (CM)

EXISTING CITY OF DENTON
20' ALL PURPOSE UTILITY EASEMENT
VOL. 1114, PG. 446
D.R.D.C.T.

STATE OF TEXAS
CALLED 2.1959 ACRES
PARCEL P00055449
DOC. NO. 2023-40305
O.R.D.C.T.

5/8"CIRF "TNP" (CM)

C3 RIGHT-OF-WAY LINE

LOT 1R, BLOCK A
VICTOR TECHNOLOGIES ADDITION
DOC. NO. 2015-295
P.R.D.C.T.

P.O.B.

C1 L1 L2 L3 C2

5/8"CIRF "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" (CM)

N 70°40'47" E
91.18'

EXISTING 60' X 250' R.O.W. EASEMENT VOL. 393, PG. 73 D.R.D.C.T.

N 33°33'13" W 214.24'
DEED/PLAT LINE

N 45°43'19" E 137.93'
RIGHT-OF-WAY LINE

SANITARY SEWER EASEMENT
0.010 ACRES
(418 SQ. FT.)

EXISTING VARIABLE WIDTH DRAINAGE ESMT.
DOC. NO. 2015-295
P.R.D.C.T.

E. PUCHALSKI SURVEY
ABSTRACT No. 996

P.O.C.
5/8"CIRF "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" (CM)

0 30 60 120
SCALE: 1" = 60'

LEGEND	
△	CALCULATED POINT
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
(CM)	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
D.R.D.C.T.	DEED RECORDS DENTON COUNTY TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY TEXAS
	EASEMENT BOUNDARY LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202: NAD83 (2011) Epoch 2010) as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
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3. A Legal Description of even date herewith accompanies this Easement Exhibit. See Exhibit "A".

STATE OF TEXAS
REGISTERED
TODD B. TURNER
4859
PROFESSIONAL LAND SURVEYOR

7-1-2024

teague nall and perkins
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 / www.tnpinc.com
TBPELS FIRM 10011601

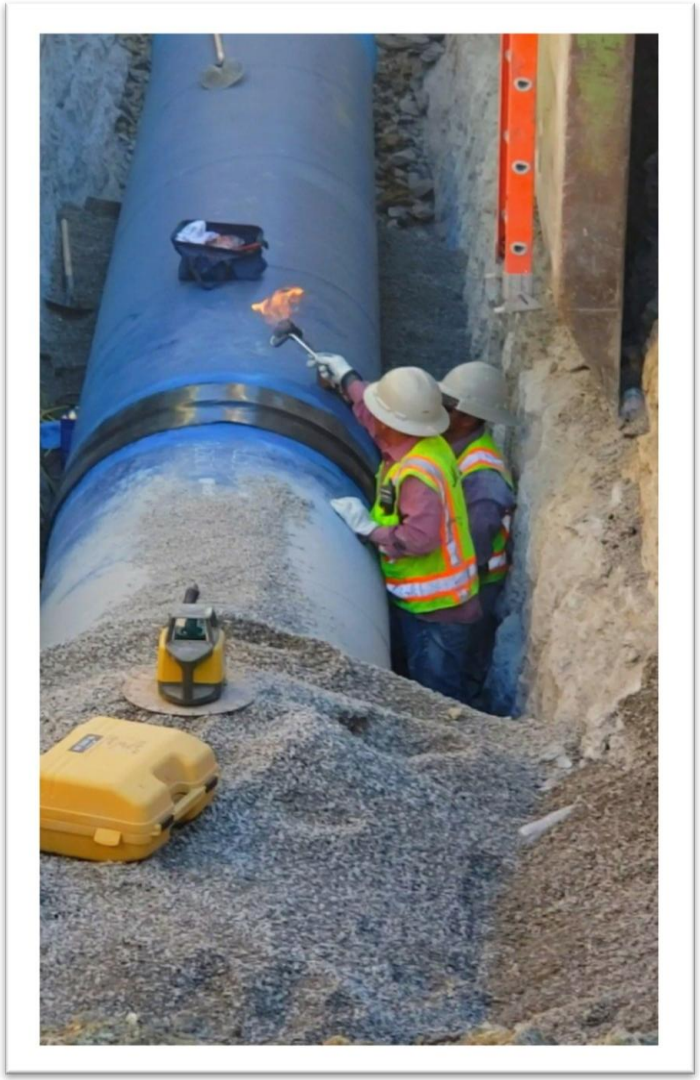
EXHIBIT "B"

SANITARY SEWER EASEMENT

BEING 0.010 ACRES (418 SQ. FT.) OF LAND SITUATED IN THE E. PUCHALSKI SURVEY, ABSTRACT NO. 996 CITY OF DENTON, DENTON COUNTY, TEXAS

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Standard Utility Agreement - U00023607

Texas Department of Transportation & City of Denton

FM 1515 Utilities Relocation
Project Manager: Shawn Messick

PUB 25-192

October 13, 2025

Ordinance Recommendation:

Execution of SUA U00023607

IMPROVING DENTON



Proposed City of Denton Water Utility Relocations Water:

Project Scope:

- Water & Wastewater Relocation & Abandonment
- Supporting TxDOT FM 1515 widening
- Wastewater Install (~200 Linear Feet)
- Waterline Install (~7,000 LF of 16”PVC)

Project Extents:

- Bonnie Brea St to Masch Branch Rd

Project Limits/Project Scope

PROJECT SCHEDULE & REIMBURSEMENT ESTIMATE

SCHEDULE	
September 2025:	▪ Council Award project to contractor
September 2025	▪ City issues Partial – Notice to Proceed (Contractor began ordering materials)
October 2025:	▪ City issue full NTP to Contractor to begin construction
October 2025:	▪ City & TxDOT to execute SUA for reimbursements

PPROJECT ESTIMATE		
Mountain Cascade Bid Amount :	$	4,750,321.00
Staff, ROW, Design:	$	669,426.05
Estimated Construction Cost:	**$**	**5,419,747.05**

REIMBURSEMENT ESTIMATE		
Gross Reimbursable to Utility :	$	5,419,747.05
Betterment Deduction :	$	5,396,179.28
Net Reimbursement to Utility :	**$**	**23,567.77**

IMPROVING DENTON

RECOMMENDATION

Staff recommends approving the Standard Utility Agreement - U00023607 between TxDOT and the City of Denton for the reimbursement of expenses incurred for utility relocations within the TxDOT right-of-way; providing for the expenditure of funds therefor; and providing an effective date

Questions?



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: October 13, 2025

SUBJECT

Consider recommending adoption of an ordinance approving a Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of eligible costs incurred in the adjustment, removal, and relocation of City facilities of both Water and Wastewater Utilities along I-35E from US 288 to Ganzer Rd and more specifically called TxDOT projects construction CSJ# 0195-02-074 and ROW CSJ # 0195-02-079 ("Utility Relocations Project") , within the County and City of Denton Texas; authorizing the City Manager to execute and deliver the agreement; providing for the expenditure of funds in an amount not to exceed $6,872,339.48 for utility relocations project; and providing an effective date.

BACKGROUND

The Texas Department of Transportation (TxDOT) began widening Interstate 35 (I-35) in early 2025. To prepare for future portions of this work, the City of Denton will relocate water and wastewater utilities as part of the Milam Creek Basin Wastewater Line and Lift Station Project.

This includes installing approximately 9,600 feet of wastewater pipeline along I-35 within a designated utility easement. The project also includes installing approximately 219 feet of steel casing under US 77 to allow the utilities to cross safely. All of the work under I-35 and it's access roads will be done using trenchless methods to reduce disruption to roads and traffic.

The relocation project is expected to take about 480 days. Since the utility work is required to make room for the I-35 expansion, TxDOT will reimburse the City for $6,872,339.48 of the project's value, contingent upon the approval of this Standard Utility Agreement.

The $9,933,272.91 difference between the previously approved construction contract and this Standard Utility Agreement is due to the betterment/upsizing of existing facilities to effectively provide service to growing developments in the area.

RECOMMENDATION

Staff recommends approval of the ordinance.

ESTIMATED SCHEDULE OF PROJECT

The City's Milam Creek Basin Wastewater Line and Lift Station Project is anticipated to begin construction in June 2025 and be complete in October 2026.

FISCAL INFORMATION

The City's financial obligation of $16,805,612.39 for the construction of Milam Creek Basin Wastewater Line and Lift Station Project was approved on April 15, 2025 (Ordinance 25-638). The funding will be from accounts 640468545.1365.401000 and 640500541.1365.401000.

The project is providing a betterment to city infrastructure and due to that betterment. A reimbursement deduction of $9,933,272.91 will be applied; leaving the city's net reimbursement as $6,872,339.48.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Standard Utility Agreements
Exhibit 3 – Presentation

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Shawn Messick, 940-349-8390.

Legal point of contact: Marcella Lunn at 940-349-8339.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON ("CITY") AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE REIMBURSEMENT OF ELIGIBLE COSTS INCURRED IN THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 288 TO GANZER RD AND MORE SPECIFICALLY CALLED TXDOT PROJECTS CONSTRUCTION CSJ# 0195-02-074 AND ROW CSJ # 0195-02-079 (" UTILITY RELOCATIONS PROJECT"), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $6,872,339.48 FOR UTILITY RELOCATIONS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the TxDOT has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated for the I-35 E US-288 to Ganzer Road ("Utility Relocation Project"); and

WHEREAS, TxDOT has expanded their right-of-way through the I-35E corridor within the Denton city limits in anticipation of the TxDOT's I-35E Widening project with a current project letting schedule of August 2025; and

WHEREAS, the proposed Utility Relocation Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the City as indicated in the following statement of work:

1) Water Line-
    a. Relocate approximately 66 LF of 16" DIP water line longitudinal to Barthold Dr/FM 1173 from Barthold Dr Sta 91+77 to Barthold Dr Sta 92+42.
    b. Approximately 115 LF of 16" DIP water line to be removed or grout filled from Barthold Dr Sta 91+70 to Barthold Dr Sta 92+42.
2) Force Main Pipe
    a. Relocate 9,601 LF of 12" HDPE force main pipe longitudinal to IH35 from IH35 Sta 2300+37 to IH35 Sta 2206+69 in conflict with proposed pavement, and storm sewer into City of Denton easement.
3) Drainage Crossings
    a. Install approximately 762 LF of 18" steel casing by other than open cut crossing US 77 at Sta 115+00 (IH-35 Sta 2225+62, offset 1357' RT) and at other various drainage easement crossings (IH-35 Sta 2298+47, IH-35 Sta 2295+90, IH-35 Sta 2273+51, IH-35 Sta 2260+21) for force main.
4) Sanitary Sewer
    a. Install 48 LF of 30" FRP Sanitary Sewer from IH 35 Sta 2301+39 to IH35 Sta 2301+18. Install approximately 469 LF of 48" steel casing crossing IH-35 at IH-35 Sta 2301+39, and 199 LF of 30" steel casing crossing Barthold Dr at Barthold Sta 91+76 for Sanitary Sewer. Approximately 495 LF of 8", 10", and 12" PVC sewer line to be removed and 169 LF of 8" PVC sewer line to be grout filled.

5) Lift Station
    a. Install 1 - 1,300 gpm Lift Station at IH35 Sta 2301+39. Abandon and remove existing Border Cowboy Lift Station which was previously in conflict with IH-35 ROW at IH35 Sta 2233+96.

WHEREAS, the City of Denton is responsible for relocating the City's utilities currently located within the recently acquired TxDOT right-of-way; and

WHEREAS, in an effort to meet TxDOT's anticipated roadway construction schedule, the City's Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT's recently expanded right-of-way between US-288 and Ganzer Road; and

WHEREAS, the TxDOT will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation; and

WHEREAS, TxDOT, upon receipt of evidence it deems sufficient, acknowledges the City's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work; and

WHEREAS, TxDOT will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for State reimbursement; and

WHEREAS, The City of Denton is responsible for the minimum required water main relocations which should be fully reimbursable in accordance with TxDOT ROW Utilities Manual, and Texas Administrative Code Title 43, Chapter 21; and

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funds in an amount not to exceed of Six Million, Eight Hundred Seventy-Two Thousand, Three Hundred Thirty-Nine Dollars and 48/100 ($6,872,339.48) for the I-35 E From US-288 to Ganzer Road Utility Relocation Project in the City and County of Denton.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Water and Wastewater Standard Utility Agreement No. U00018749, a copy of which is attached hereto as Exhibits " A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

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

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

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, 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

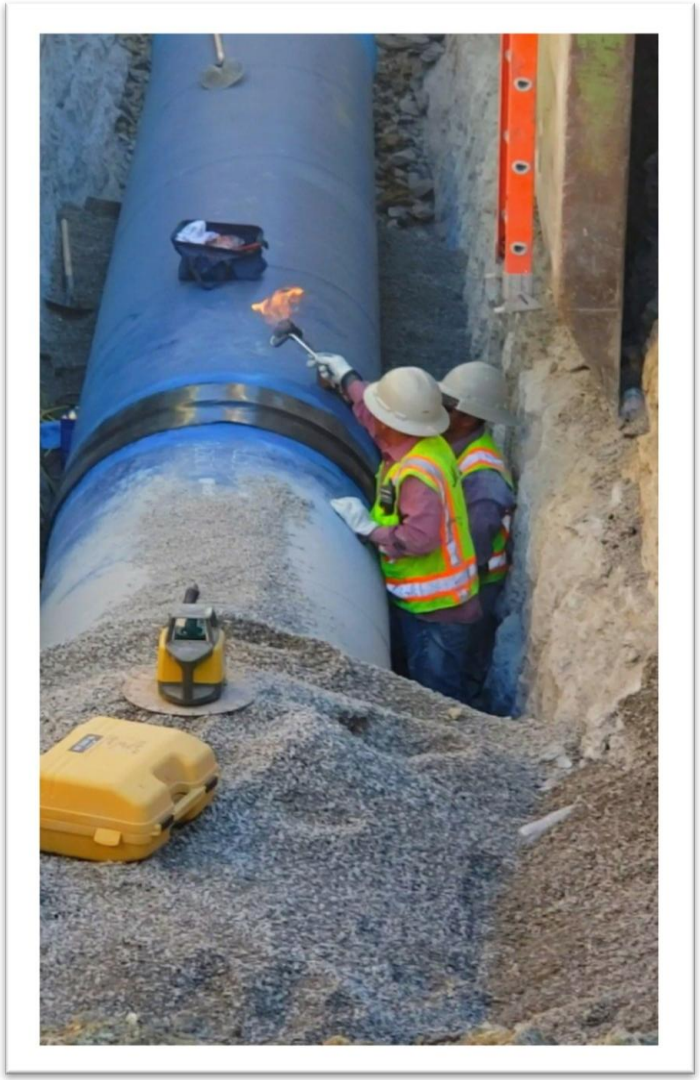
ATTEST:
INGRID REX, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Benjamin N. Samples, II





Standard Utility Agreement - U00018749

Texas Department of Transportation & City of Denton

I-35 Split to Milam Rd Phase 2 – Milam Creek Gravity Sewer and Ganzer Lift Station
Project Manager: Shawn Messick

PUB 25-193

October 13, 2025

Ordinance Recommendation:

Execution of SUA U00018749

IMPROVING DENTON



Proposed City of Denton Water Utility Relocations Water:

Project Scope:

- Wastewater Relocation & Abandonment
- New Lift Station and Abandonment
- Supporting TxDOT I-35 widening
- TxDOT reimbursable project
- Wastewater Abandonment (700 Linear Feet)
- Wastewater Install (11,285 Linear Feet)
- Waterline Install (500 LF of 30” Casing & 80 LF)

Project Extents:

- US 288 to Ganzer Rd

Project Limits/Project Scope

PROJECT SCHEDULE & REIMBURSEMENT ESTIMATE

SCHEDULE	
April 2025:	▪ Council Award project to contractor
May 2025	▪ City issues Partial – Notice to Proceed (Contractor began ordering materials)
June 2025:	▪ City issue full NTP to Contractor to begin construction
August 2025:	▪ City & TxDOT to execute SUA for reimbursements

PPROJECT ESTIMATE		
Mountain Cascade Bid Amount :	$	15,265,857
Staff, ROW, Design:	$	1,539,755.39
Estimated Construction Cost:	**$**	**16,805,612.39**

REIMBURSEMENT ESTIMATE		
Gross Reimbursable to Utility :	$	16,805,612.39
Betterment Deduction :	$	9,933,272.91
Net Reimbursement to Utility :	**$**	**6,872,339.48**

IMPROVING DENTON

RECOMMENDATION

Staff recommends approving the Standard Utility Agreement - U00018749 between TxDOT and the City of Denton for the reimbursement of expenses incurred for utility relocations within the TxDOT right-of-way; providing for the expenditure of funds therefor; and providing an effective date

Questions?



CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES
September 29, 2025

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, September 29, 2025, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist

Also present: General Manager Tony Puente and Deputy City Attorney Marcella Lunn

Absent: Billy Cheek and Susan Parker

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

There were no presentations from the public.

2. CONSENT AGENDA

The Consent Agenda consisted of Items 2 A-N. Consent Agenda Items M and N were pulled for individual consideration.

Board Member Riback moved to recommend adoption of agenda items 2 A-L. Motion seconded by Board Member Plock; motion carried.
YES (5): Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist
NO (0):

A. PUB25-158 Consider recommending adoption of an ordinance of the City of Denton, Texas, amending the expenditure of funds to authorize an increase of $112,218.15 for the payment of wholesale transmission charges to American Electric Power; declaring a public purpose; and providing an effective date.

B. PUB25-167 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Chemrite, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 – awarded to Chemrite, Inc., in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $781,000.00).

C. PUB25-168 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Gasochem International, LLC., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds

therefor; and providing an effective date (IFB 8823 – awarded to Gasochem International, LLC., in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $220,000.00).

D. PUB25-169 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Pencco, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 – awarded to Pencco, Inc., in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $5,083,100.00).

E. PUB25-170 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Petra Chemical Company LLC, for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 – awarded to Petra Chemical Company LLC, in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $5,555,000.00).

F. PUB25-171 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Polydyne, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 – awarded to Polydyne, Inc., in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,828,000.00).

G. PUB25-172 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with PVS DX, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 – awarded to PVS DX, Inc., in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $4,301,000.00).

H. PUB25-173 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with PVS Technologies, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 – awarded to PVS Technologies, Inc., in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $6,050,000.00).

I. PUB25-174 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Inpowerd LLC, for consulting services related to Electric

Regulatory Compliance for Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8840 – awarded to Inpowerd LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $750,000.00).

J. PUB25-175 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to approve a pre-qualified professional services list of various types of engineers for Denton Municipal Electric; and providing an effective date (RFQ 8837 – for a three (3) year term).

K. PUB25-176 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Archer Western Construction, LLC, for pre-construction services of the Ray Roberts Water Treatment Plant Expansion Project for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8590 – awarded to Archer Western Construction, LLC, in the not-to-exceed amount of $1,500,000.00).

L. PUB25-177 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Black & Veatch Corporation, amending the contract approved by the City Council on March 21, 2023, in the not-to-exceed amount of $185,687.00; amended by Amendment 1 approved by Purchasing; said second amendment to provide additional Advanced Metering Infrastructure (AMI) Implementation Program Oversight and Deployment Program Management for the Water Metering Department; providing for the expenditure of funds therefor; and providing an effective date (File 7574-023 – providing for an additional second amendment expenditure amount not-to-exceed $392,750.00, with the total contract amount not-to-exceed $614,353.00).

M. PUB25-185 Consider recommending adoption of an ordinance of the City of Denton determining the public use, need and necessity for the acquisition of approximately 3.682 acres of land located along Spencer Road, in the Mary L. Austin Survey, Abstract Number 4, City and County of Denton, Texas, from Medanjo Partners, ltd. a Texas limited partnership, recorded by County Clerk Document Number 2018-75291, Real Property Records, Denton County, Texas; for the purpose of future expansion of the Denton Municipal Electric campus; authorizing the expenditure of funds to Not exceed One Million Seven Hundred Twenty-Four Thousand One Hundred Seventy Dollars and 14/100 ($1,724,170.14) for the 3.682 acres and associated closing costs; and providing for a severability and an effective date.

Rayner recused himself during this item.

Board Member Plock moved to recommend adoption of agenda item 3 M. Motion seconded by Board Member Newquist; motion carried.
YES (5): Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist

NO (0):

N. PUB25-184 Consider recommending adoption of an ordinance of the City of Denton determining the public use, need and necessity for the acquisition of approximately 9.218 acres of land located along Shady Oaks drive, in the Mary L. Austin Survey, Abstract Number 4, City and County of Denton, Texas, from Giro Realty investments, ltd. a Texas limited partnership, recorded by County clerk Document Number 2018-75451, Real Property Records, Denton County, Texas; for the purpose of future expansion of the Denton Municipal Electric campus; authorizing the expenditure of Funds to not exceed Four million Three Hundred Sixteen Thousand Five Hundred Twelve dollars and 86/100 ($4,316,512.86) for the 9.218 Acres and associated closing costs; and providing for a severability and an effective date.

Rayner recused himself during this item.

Board Member Plock moved to recommend adoption of agenda item 3 A. Motion seconded by Board Member Newquist.; motion carried.
YES (5): Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist
NO (0):

3. <u>ITEMS FOR INDIVIDUAL CONSIDERATION</u>

A. PUB25-182 Consider approval of the September 15, 2025, minutes.

Board Member Rayner moved to recommend adoption of agenda item 3 A. Motion seconded by Board Member Riback; motion carried.
YES (5): Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist
NO (0):

B. PUB25-164 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation ("Denton") providing for, authorizing, and approving the execution by the City Manager of the Power Purchase Agreement ("PPA") between Denton and Tidwell Prairie IIA, LLC ("Tidwell Prairie"); authorizing the acceptance and approval by the City Manager of the Letter of Credit or other credit support issued on behalf of Tidwell Prairie further securing the obligations of Tidwell Prairie to Denton for the benefit of Denton; approving the execution of such other and further related documents deemed necessary to effectuate the transactions allowed under this agreement by the City Manager, which are incident to or related to the PPA; finding that the purchase of capacity and energy made by Denton under the terms of the PPA are in the public welfare; authorizing the expenditure of funds; determining that specific information contained in documents involved in this transaction pertain to a "Competitive Electric Matter" as set forth under the provisions of §551.086 and §552.133 of the Texas Government Code, as amended; allowing the public to inspect and reproduce the PPA as redacted; and providing an effective date.

Jose Gaytan gave a presentation.

Board Member Riback moved to recommend adoption of agenda item 3 B. Motion seconded by Board Member Newquist motion carried.
YES (5): Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist
NO (0):

C. PUB25-165 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation ("Denton") providing for, authorizing, and approving the execution by the City Manager of the Power Purchase Agreement ("PPA") between Denton and Blue Summit I Wind, LLC ("Blue Summit"); authorizing the acceptance and approval by the City Manager of the Letter of Credit or other credit support issued on behalf of Blue Summit further securing the obligations of Blue Summit to Denton for the benefit of Denton; approving the execution of such other and further related documents deemed necessary to effectuate the transactions allowed under this agreement by the City Manager, which are incident to or related to the PPA; finding that the purchase of capacity and energy made by Denton under the terms of the PPA are in the public welfare; authorizing the expenditure of funds; determining that specific information contained in documents involved in this transaction pertain to a "Competitive Electric Matter" as set forth under the provisions of §551.086 and §552.133 of the Texas Government Code, as amended; allowing the public to inspect and reproduce the PPA as redacted; and providing an effective date.

Jose Gaytan gave a presentation.

Board Member Riback moved to recommend adoption of agenda item 3 C. Motion seconded by Board Member Rayner; motion carried.
YES (5): Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist
NO (0):

D. PUB25-045 Consider recommending approval of a resolution of the City of Denton, Texas, a Texas home-rule municipal corporation, adopting the City of Denton Water Master Plan; superseding all previously adopted water master plans; and declaring an effective date.

Kyle Pedigo gave a presentation and answered questions from members of the board.

Board Member Riback moved to recommend adoption of agenda item 3 D. Motion seconded by Board Member Plock; motion carried.
YES (5): Vice Chair Devin Taylor, Thomas Plock, Robert Rayner, Lee Riback, and Aaron Newquist
NO (0):

E. PUB25-162 Management Reports

1. Future Agenda Items
2. New Business Action Items

The PUB meeting convened into Closed Session at 9:18 am and reconvened into Regular Session at 9:52 am. Rayner recused himself from Closed Session Item B.

4. CONCLUDING ITEMS

CLOSED MEETING

A. PUB25-163 Deliberations Regarding Certain Public Power Utilities Competitive Matters - Under Texas Government Code Section 551.086; Consultation with Attorneys - Under Texas Government Code Section 551.071.

Receive information from staff regarding proposed wind resource and battery storage Power Purchase Agreements with Blue Summit I Wind, LLC and Tidwell Prairie IIA, LLC that include data stemming from public power utility competitive data; discuss, deliberate, and provide direction to staff regarding same. Consultation with City's attorney regarding issues associated with the above matter where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton Public Utilities Board under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation.

B. PUB25-186 Deliberations regarding Real Property - Under Texas Government Code Section 551.072;

Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the potential purchase of real property situated in the Mary L. Austin Survey, Abstract Number 4, in the City of Denton, Denton County, Texas, located near Shady Oaks Drive and Spencer Road, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party.

With no further business, the meeting was adjourned at 10:03 AM.

DEVIN TAYLOR
VICE CHAIR
CITY OF DENTON, TEXAS

CASSIE BLACKBURN
ADMIN MANAGER
CITY OF DENTON, TEXAS

Minutes approved on: 10/13/2025

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **October 13, 2025**

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton considering all matters incident and related to the issuance, sale and delivery of $11,235,000 in principal amount of "City of Denton, Texas Utility System Revenue Bonds, Series 2025" to the Texas Water Development Board; authorizing the issuance of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date.

BACKGROUND

During FY 2023-24, the Water Utilties department applied for and recevied approval for project funding from the Texas Water Development Board SWIFT program. The program provides financial assistance for projects in the state water plan to help communities develop and optimize ater supplies. The City was approved for $195,845,000 with staff electing to choose a multi-year funding plan to align with proejct needs. Below is the proposed five-year breakdown. Year one, FY 2024-25, has been issued and with the approved bond ordinance, year two will be issued for $11,235,000. The bond proceeds will be received in December 2025.

- FY 2024-25 $10,135,000 (issued)
- **FY 2025-26 $11,235,000**
- FY 2026-27 $57,240,000
- FY 2027-28 $87,690,000
- FY 2028-29 $29,545,000

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On April 2, 2024, the City Council adopted a resolution (Res 24-562) authorizing the submission of the Texas Water Development Board application in the amount of $195,845,000.

On August 19, 2025, the City Council adopted an ordinance (Ord 25-1458) authorizing a financing agreement with the Texas Water Development Board regarding the issuance of City of Denton Utility System Revenue Bonds for the waterworks system improvements and related issuance costs.

EXHIBITS

1. Agenda Information Sheet
2. Draft Ordinance

3. Presentation

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance

Prepared by
Randee Klingele
Treasury Manager

ORDINANCE NO. 25-____

AN ORDINANCE OF THE CITY OF DENTON CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF $11,235,000 IN PRINCIPAL AMOUNT OF "CITY OF DENTON, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2025" TO THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE ISSUANCE OF THE BONDS; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, defined terms used in this Ordinance shall have the meaning given said terms in Section 1 of this Ordinance, unless otherwise indicated herein; and

WHEREAS, the City of Denton (the "*City*" or the "*Issuer*") has determined to acquire, construct and equip additions, extensions, renovations and improvements to the Issuer's waterworks system, including the renovation and expansion of the Lake Ray Roberts Water Treatment Plant (the "*Project*"); and

WHEREAS, the Issuer has received a multi-year commitment from the Texas Water Development Board ("TWDB") pursuant to which TWDB agrees to loan $195,854,000 to the Issuer (the "*Loan*") in annual installments in 2024, 2025, 2026, 2027 and 2028, as evidenced by the issuance of five series of the Issuer's Utility System Revenue Bonds to be sold to TWDB, to fund costs related to the Project; and

WHEREAS, the Issuer issued its City of Denton, Texas Utility System Revenue Bonds, Series 2024 in December of 2024 in the amount of $10,135,000 (the "Series 2024 Bonds") to sell to the TWDB as evidence of the first installment of the Loan for the Project; and

WHEREAS, it is further deemed advisable by the City Council of the Issuer to issue the Bonds authorized by this Ordinance to sell to the TWDB as evidence of the second installment of the Loan for the Project; and

WHEREAS, the Bonds hereinafter authorized to be issued and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapter 1502, as amended, and the Issuer's Home Rule Charter; and

WHEREAS, the City has heretofore issued its City of Denton Utility System Revenue Bonds, Series 2017 (the "*Series 2017 Bonds*"), its City of Denton Utility System Revenue Refunding Bonds, Taxable Series 2021 (the "*Series 2021 Bonds*"), its City of Denton Utility System Revenue Note, Series 2024 (the "*Series 2024 Note*") and the Series 2024 Bonds (the Series 2017 Bonds, the Series 2021 Bonds, the Series 2024 Notes and the Series 2024 Bonds are collectively referred to herein as the "*Existing Bonds*"); and

WHEREAS, in the ordinances adopted by the City Council of the City authorizing the issuance of the Existing Bonds, the City reserved the right to issue revenue bonds on a parity with the Existing Bonds; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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SECTION 1. DEFINITIONS.

The defined terms in recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

"*2024 Required Reserve Amount*" means an amount equal to the Average Annual Debt Service Requirements on the Bonds and all other 2024 Reserve Fund Participants.

"*2024 Required Reserve Fund Deposits*" means the deposits and credits, if any, required to be made to the 2024 Reserve Fund pursuant to the provisions of Section 11.

"2024 Reserve Fund" means the special fund created, established and maintained by and pursuant to the provisions of Sections 7 and 11.

"*2024 Reserve Fund Participants*" means the Series 2024 Bonds, the Bonds and any Additional Senior Lien Obligations designated as "2024 Reserve Fund Participants" in the ordinance or other instrument authorizing the issuance of such Additional Senior Lien Obligations and secured by the 2024 Reserve Fund.

"*2024 Reserve Credit Facility*" means, to the extent permitted by law, (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on Senior Lien Obligations would rate the Senior Lien Obligations fully insured by a standard policy issued by the issuer of such 2024 Reserve Credit Facility in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Senior Lien Obligations would rate the Senior Lien Obligations in any one of its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Senior Lien Obligations and the interest thereon.

"*2024 Reserve Credit Facility Payment*" means any subrogation payment the Issuer is obligated to make from Pledged Revenues deposited in the 2024 Reserve Fund with respect to a 2024 Reserve Credit Facility.

"*Accountant*" means an independent certified public accountant or accountants or a firm of independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Additional Senior Lien Obligations*" means bonds, notes, contractual obligations or other Debt which the Issuer reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Section 17 and which obligations are equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues on a parity with the Bonds and other Senior Lien Obligations.

"*Amortization Installment*" means, with respect to Senior Lien Obligations issued as Term Bonds, each mandatory sinking fund redemption of such Term Bonds (whether prior to maturity or at maturity), provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"*Annual Debt Service Requirements*" means, as of the date of calculation, the principal of and interest on all Senior Lien Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof or other demand conditioned upon default by the Issuer on such Debt, or be payable in respect of any required purchase of such Debt by the Issuer) in such Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Issuer:

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(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt, except Term Bonds, due (or payable in respect of any required purchase of such Funded Debt by the Issuer) in any Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Year (such principal due in such Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "*Balloon Debt*"), the amount of principal of such Balloon Debt taken into account during any Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the Issuer a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the Issuer has elected to apply the rule set forth in clause (1) above;

(3) Term Bonds. The principal of Term Bonds shall be considered as maturing in accordance with the Amortization Installments set forth in the ordinance authorizing same;

(4) Prepaid Debt. Principal of and interest on Senior Lien Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) Variable Rate. As to any Senior Lien Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the Issuer, either (A) an interest rate equal to the average rate borne by such Senior Lien Obligations (or by comparable debt in the event that such Senior Lien Obligations has not been Outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two series of Senior Lien Obligations which bear interest at variable interest rate, or one or more maturities within a series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Senior Lien Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Senior Lien Obligations);

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(6) Committed Take Out. If the Issuer has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Funded Debt at its Maturity or Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the Issuer's obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharging or purchase that would be due in the Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added;

(7) Credit Agreement Payments. If the Issuer has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments for fees and expenses), for either the Issuer or the Credit Provider, shall be included in such calculation, except to the extent that the payments are already taken into account under (1) through (6) above and any payments otherwise included above under (1) through (6) which are to be replaced by payments under a Credit Agreement, from either the Issuer or the Credit Provider, shall be excluded from such calculation; and

(8) Guarantee. In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the Issuer does not anticipate in its annual budget that it will make any payments on the guarantee. If, however, the Issuer is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Senior Lien Obligations and calculations of annual debt service requirements with respect to such guarantee shall be made assuming that the Issuer will make all additional payments due under the guaranteed obligation. If the entity whose obligation is guaranteed cures all defaults and the Issuer no longer anticipates making payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements.

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"*Average Annual Debt Service Requirements*" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Years then remaining before Stated Maturity of such Senior Lien Obligations. For the purposes of this definition, a fractional period of a Year shall be treated as an entire Year.

"*Bond*," "*Bonds*" and "*Series 2025 Bonds*" have the meaning assigned to such terms in Section 3.

"*Capital Addition*" means the construction or acquisition of improvements or rights that will increase the capacity of the System, or an interest therein, and which shall become a part of the System.

"*City Council*" means the City Council of the Issuer.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the applicable regulations and rules promulgated in connection therewith.

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"Construction Fund" means the special fund created, established and maintained by and pursuant to the provisions of Section 31.

"*Consulting Engineer*" means an independent engineer or firm employed by the Issuer to perform and carry out the duties imposed on such engineer or firm by this Ordinance and having a favorable reputation nationally for skill and experience in the engineering of waterworks systems, wastewater systems, electric utility systems or drainage systems of comparable size and character as those forming parts of the System.

"*Credit Agreement*" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase Senior Lien Obligations, purchase or sale agreement, Interest Rate Management Agreement, or commitments or other contracts or agreements authorized, recognized and approved by the Issuer as a Credit Agreement in connection with the authorization, issuance, security, or payment of Senior Lien Obligations and on a parity therewith.

"*Credit Provider*" means any bank, financial institution, insurance company, surety bond provider, or other entity which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

"*Debt*" means:

(1) all indebtedness payable from Pledged Revenues incurred or assumed by the Issuer for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the System payable from Pledged Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the Issuer, or that is in effect guaranteed, directly or indirectly, by the Issuer through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Years.

"*Defeasance Securities*" means any securities and obligations now or hereafter authorized by the laws of the State of Texas that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

"*Depository*" means one or more official depository banks of the Issuer.

"*DTC*" means The Depository Trust Company, New York, New York.

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"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Designated Financial Officer*" means the City Manager or the Chief Financial Officer (including, in each case, the official succeeding to such position after a title change), or such other official of the Issuer so designated by the Issuer.

"*Electric System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Event of Default*" means an event as described in Section 28.

"*Funded Debt*" means all Senior Lien Obligations created or assumed by the Issuer that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the Issuer to a date, more than one year after the original creation or assumption of such Debt by the Issuer.

"*Gross Revenues*" mean all revenues, income and receipts of every nature derived or received by the Issuer from the operation and ownership of the System, including the interest income from investment or deposit of money in any fund or account created by this Ordinance or maintained by the Issuer in connection with the System.

"*Initial Bonds*" has the meaning assigned to such term in Section 3.

"*Interest and Sinking Fund*" means the special fund created, established and maintained by and pursuant to the provisions of Sections 7 and 10.

"*Interest Rate Management Agreement*" means an agreement that provides for an interest rate transaction, including a swap, basis, forward, option, cap, collar, floor, lock, or hedge transaction, a similar transaction, or any combination of those types of transactions, now or hereafter authorized by the laws of the State of Texas, including, without limitation, Chapter 1371.

"*Issuer*" means the City of Denton, Texas.

"*Maturity*" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof, or call for redemption, or otherwise.

"*Maximum Annual Debt Service Requirements*" means the greatest amount of Annual Debt Service Requirements scheduled to occur in any future Year or in the then current Year for the particular obligations for which such calculation is made.

"*Net Revenues*" mean all Gross Revenues remaining after deducting Operating Expenses.

"*Operating Expenses*" means the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the Issuer, are necessary to keep the System in operation and render adequate service or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Senior Lien Obligations), and all payments under contracts for materials and services (including water supply contracts) provided to the Issuer that are required to enable the Issuer to render efficient service. The following shall never be considered as an Operating Expense:

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(1) depreciation, (2) franchise fees paid to the Issuer or transferred to the general fund or other fund of the Issuer, and (3) return on investment payments made to the Issuer or transferred to the general fund or other fund of the Issuer.

"*Ordinance*" means this ordinance finally adopted by the City Council on ~~[_____]~~October 21, 2025.

"*Outstanding*" means, when used with respect to Senior Lien Obligations, as of the date of determination, all Senior Lien Obligations theretofore delivered under this Ordinance and any ordinance authorizing other Senior Lien Obligations, except:

(1) Senior Lien Obligations theretofore cancelled and delivered to the Issuer or delivered to the paying agent/registrar for the Senior Lien Obligation for cancellation;

(2) Senior Lien Obligations deemed paid pursuant to the provisions of Section 22 or any comparable section of any ordinance authorizing Additional Senior Lien Obligations;

(3) Senior Lien Obligations upon transfer of or in exchange for and in lieu of which other Senior Lien Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Additional Senior Lien Obligations; and

(4) Senior Lien Obligations under which the obligations of the Issuer have been released, discharged or extinguished in accordance with the terms thereof.

"*Paying Agent/Registrar*" means the paying agent/registrar for the Bonds, described in Section 4(a) and any successor thereto.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended, or other applicable law.

"*Pledged Revenues*" means

(1) the Net Revenues, plus

(2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the Issuer to the payment of the Senior Lien Obligations,

and excluding those revenues excluded from Gross Revenues or excluded from Net Revenues.

"*Rate Stabilization Reserve*" means a rate stabilization reserve created, established and maintained by and pursuant to the provisions of Section 12 in the Electric System Fund, the Wastewater System Fund or the Water System Fund.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the Issuer, a rating to the Senior Lien Obligations.

"*Record Date*" means Record Date as defined in the FORM OF BOND.

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"*Registered Owner*" or "*Registered Owners*" means the registered owner, whose name appears in the Registration Books, for any Senior Lien Obligation.

"*Registration Books*" means the books or records for the registration of the transfer, conversion and exchange of the Bonds kept by the Paying Agent/Registrar.

"*Reserve Credit Facility*" means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, and (ii) a letter or line of credit issued by any financial institution, in each case meeting the requirements for such facility under any ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund.

"*Senior Lien Obligations*" means the Series 2017 Bonds, the Series 2021 Bonds, the Series 2024 Note, the Series 2024 Bonds, the Bonds and any Additional Senior Lien Obligations hereafter issued by the Issuer or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"*Senior Lien Obligation Reserve Requirement*" means the amount or a manner of calculating the amount established by each ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund to be held and maintained on deposit therein.

"*Series 2017 Bond Ordinance*" means the ordinance adopted by the City Council of the City on June 21, 2016 authorizing the issuance of the Series 2017 Bonds.

"*Special Project*" means any water, wastewater, electric, drainage or other facilities of any kind or other public improvement declared by the Issuer not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of Special Project Bonds, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"*Special Project Bonds*" means special revenue obligations of the Issuer which are not secured by the Pledged Revenues, but which are secured by and payable solely from liens on and pledges of any other revenues, sources, or payments, including, but not limited to, special contract revenues or payments received from the System, any other legal entity, or any combination thereof, in connection with a Special Project; and such revenues, sources or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such Special Project Bonds.

"*Special Record Date*" has the meaning assigned to such term in Section 4(d).

"*Stated Maturity*" means the annual principal payments of the Senior Lien Obligations payable on the respective dates set forth in the ordinances which authorized the issuance of such Senior Lien Obligations.

"*Subordinate Lien Obligations*" means any bonds, notes, contractual obligations or other Debt issued by the Issuer that are payable from or reasonably expected to be payable in whole from, and equally and ratably secured by a lien on and pledge of the Pledged Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Pledged Revenues that are or will be pledged to the payment of any Senior Lien Obligations issued by the Issuer.

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"*System*" means the Issuer's entire existing waterworks system, the Issuer's entire existing wastewater system, the Issuer's entire existing electric light and power system, and the Issuer's entire existing drainage system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any Special Projects which are hereafter acquired or constructed by the Issuer with the proceeds of Special Project Bonds.

"*System Funds*" means, collectively, the Electric System Fund, the Wastewater System Fund and the Water System Fund.

"*Term Bonds*" means those Senior Lien Obligations (if any) so designated pursuant to the terms of the ordinance authorizing their issuance, which shall be subject to retirement by operation of mandatory sinking fund redemptions.

"*Term of Issue*" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) thirty years.

"*TWDB*" means the Texas Water Development Board and its successors.

"*Wastewater System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Water System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Year*" means the regular fiscal year used by the Issuer in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the Issuer.

SECTION 2. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) Amount; Purpose. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $11,235,000 for the public purpose of providing funds to acquire, construct and equip additions, extensions, renovations and improvements to the Issuer's waterworks system, including the renovation and expansion of the Lake Ray Roberts Water Treatment Plant (the "*Project*"), and to pay the costs associated with the issuance of the Bonds.

SECTION 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF DENTON, TEXAS UTILITY SYSTEM REVENUE BOND, SERIES 2025," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated November 1, 2025, in the principal amount stated above payable in installments of principal, numbered T-1, with bonds issued in replacement thereof being in the denomination or denominations of $5,000 or any integral multiple of $5,000 and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Bond being made payable to the TWDB as described in Section 27) and said bonds shall mature and be payable serially on December 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM

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OF BOND set forth in Section 5 to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amounts ($)	Interest Rates (%)	Years	Principal Amounts ($)	Interest Rates (%)
2026	~~215~~230,000		2041	~~345~~350,000	
2027	~~220~~235,000		2042	360,000	
2028	~~225~~240,000		2043	375,000	
2029	~~230~~245,000		2044	395,000	
2030	~~240~~250,000		2045	~~415~~410,000	
2031	~~245~~255,000		2046	430,000	
2032	~~250~~260,000		2047	~~455~~445,000	
2033	~~260~~265,000		2048	~~475~~465,000	
2034	~~270~~275,000		2049	~~495~~490,000	
2035	~~275~~280,000		2050	~~520~~510,000	
2036	~~285~~290,000		2051	~~545~~535,000	
2037	~~295~~300,000		2052	~~570~~555,000	
2038	~~305~~310,000		2053	~~600~~580,000	
2039	320,000		2054	~~630~~610,000	
2040	~~330~~335,000		2055	~~660~~635,000	

The terms "*Bonds*" and "*Series 2025 Bonds*" as used herein shall mean and include collectively all bonds initially issued hereunder (the "*Initial Bonds*") and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "*Bond*" shall mean any of the Bonds.

SECTION 4. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer appoints BOKF, NA, Dallas, Texas to act as the Paying Agent/Registrar for the Bonds. The Mayor of the Issuer or a Designated Financial Officer is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept Registration Books at the corporate trust office of the Paying Agent/Registrar, and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds.

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Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (g) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, resolutions, orders or other instruments need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are Outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

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(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsections (j) and (k) of this Section, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having

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Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bonds. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the TWDB or its designee, executed by manual or facsimile signature of the Mayor and Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such Initial Bond, the Paying Agent/Registrar shall cancel such Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of such Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

SECTION 5. FORM OF BONDS. The form of the Bonds ("FORM OF BOND"), including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) FORM OF BOND.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$_____

CITY OF DENTON, TEXAS
UTILITY SYSTEM REVENUE BOND
SERIES 2025

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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
		December 1, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Denton, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on June 1, 2026 and semiannually on each December 1 and June 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and

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Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated November 1, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $11,235,000 for the public purpose of providing funds to acquire, construct and equip additions, extensions, renovations and improvements to the Issuer's waterworks system, including the renovation and expansion of the Lake Ray Roberts Water Treatment Plant, and to pay the costs associated with the issuance of the Bonds.

ON DECEMBER 1, 2035, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be redeemed in inverse order of maturity and the Issuer shall direct the Paying Agent/Registrar to call by lot or other customary method, portions thereof within such maturities and in such principal amounts, for redemption (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying

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Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

THE BONDS are special obligations of the Issuer payable solely from and equally secured by a lien on and pledge of the Pledged Revenues of the Issuer's System (as defined in the Ordinance). Reference is hereby made to the Bond Ordinance for a more complete statement of the covenants and provisions securing the payment of this Bond and the series of which it is one.

THE ISSUER EXPRESSLY RESERVES the right to issue further and additional special revenue obligations equally secured by a lien on and pledge of the Pledged Revenues of the Issuer's Utility System on a parity with the Bonds of this issue; provided, however, that any and all such additional Senior Lien Obligations may be issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Bond Ordinance, to which reference is hereby made for more complete and full particulars. The Issuer has further reserved the right in the Bond Ordinance to issue Subordinate Lien Obligations and to finance Special Projects that are not part of the System and not payable from Pledged Revenues and for which all maintenance and operation expenses are payable from sources other than Pledged Revenues.

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THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or from any sources whatsoever other than those described in the Bond Ordinance.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the Outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro-Tem of the Issuer) and countersigned with the manual or facsimile signature of the Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

Secretary Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

_____

_____, _____

Paying Agent/Registrar

By: _____

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

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For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

_____

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The Initial Bonds shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF DENTON, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on December 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

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Years	Principal Installments ($)	Interest Rates (%)

(Information for the Bonds from Section 3 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on June 1, 2026 and semiannually on each December 1 and June 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 6. PLEDGE OF PLEDGED REVENUES.

(a) The Bonds are "Additional Senior Lien Obligations" as permitted by Section 17 of the Series 2017 Bond Ordinance; and it is hereby determined, declared and resolved that Sections 1, 6 through 17, 19, 20, 21, 28 and 30 of this Ordinance are supplemental to and cumulative of such sections in the Series 2017 Bond Ordinance.

(b) The Issuer hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds confirmed, created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordered that the Senior Lien Obligations, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the Issuer, and the lien created hereby on the Pledged Revenues for the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds created, confirmed, established and maintained for the payment and security thereof, shall be superior to the lien on and pledge of the Pledged Revenues securing payment of any Subordinate Lien Obligations heretofore or hereafter issued by the Issuer. The Senior Lien Obligations, and any interest payable thereon, are and shall secured by and payable from a first lien on and pledge of the Pledged Revenues. The Senior Lien Obligations are not and will not be secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties constituting the System.

(c) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are Outstanding and unpaid, the result of such amendment being that the pledge of the Pledged Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

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SECTION 7. SPECIAL FUNDS.

(a) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Electric System Fund" (the "*Electric System Fund*").

(b) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Wastewater System Fund" (the "*Wastewater System Fund*").

(c) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Water System Fund" (the "*Water System Fund*").

(d) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer so long as Senior Lien Obligations are Outstanding, a separate fund entitled "City of Denton Utility System Revenue Bonds Interest and Sinking Fund" (the "*Interest and Sinking Fund*").

(e) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a separate fund entitled "City of Denton, Texas Utility System Revenue Bond 2024 Reserve Fund" (the "*2024 Reserve Fund*").

(f) The Issuer may at any time combine any two or more of the Electric System Fund, Wastewater System Fund or Water System Fund into a single Fund. Any references in this Ordinance to any of the Funds so combined shall be deemed to refer to the newly combined Fund.

(g) Each such Fund shall be accounted for separate and apart from all other funds of the Issuer, and shall be maintained in a Depository of the Issuer.

SECTION 8. SYSTEM FUNDS. The Issuer hereby covenants, agrees and establishes that the Gross Revenues shall be deposited and credited to the System Funds immediately as collected and received except as otherwise provided in this Ordinance. All Operating Expenses are and shall be paid from such Gross Revenues as a first charge against same.

SECTION 9. FLOW OF FUNDS.

(a) All Gross Revenues deposited and credited to the System Funds shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

First: to the payment of all necessary and reasonable Operating Expenses as defined herein, and the payment of such Operating Expenses shall be a first charge on and claim against the Gross Revenues.

Second: to the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund, created and established for the payment of the Bonds and any other Senior Lien Obligations as the same become due and payable.

Third: pro rata to the payment of the amounts required to be deposited and credited (i) to the 2024 Reserve Fund created and established in accordance with the provisions of this Ordinance to fund and maintain the 2024 Required Reserve Amount therein (including any payments under any 2024 Reserve Credit Facility), and (ii) to each other debt service reserve fund (including any payments

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under any Reserve Credit Facility) as may be created and established to maintain a reserve with respect to Additional Senior Lien Obligations, if any, and in accordance with the provisions of the ordinances relating to the issuance of any Additional Senior Lien Obligations hereafter issued by the Issuer.

Fourth: to make payment, including payment of amounts required for reserve fund requirements, of Subordinate Lien Obligations.

(b) Any Pledged Revenues remaining in the System Funds after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Issuer purpose now or hereafter permitted by law.

SECTION 10. INTEREST AND SINKING FUND.

(a) For purposes of providing funds to pay the principal of, premium, if any, and interest on the Senior Lien Obligations as the same become due and payable, including any Amortization Installment payments, the Issuer agrees that it shall maintain the Interest and Sinking Fund. The Issuer covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Senior Lien Obligations then coming due and payable. The Issuer shall deposit to the Interest and Sinking Fund the amounts required to be deposited therein with respect to Senior Lien Obligations in accordance with the ordinance authorizing such Senior Lien Obligations. The Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund accrued interest received from the sale of the Bonds, and on or before the last business day of each month, the Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund, in approximately equal monthly payments, amounts sufficient, together with any other funds on hand therein, to pay all of the interest or principal and interest coming due, including Amortization Installments, on the Bonds on the next succeeding interest or principal payment date.

(b) The required deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund and the 2024 Reserve Fund (and in any debt service reserve fund created pursuant to Section 11), taking into account any Reserve Credit Facility held in or for the benefit of any such debt service reserve fund, is equal to the amount required to fully pay and discharge all Outstanding Senior Lien Obligations (principal, premium, if any, and interest) or (ii) the Senior Lien Obligations are no longer Outstanding.

(c) Accrued interest, if any, received from the purchaser of any Senior Lien Obligation and capitalized interest, if any, shall be taken into consideration and reduce the amount of the deposits and credits hereinabove required into the Interest and Sinking Fund.

(d) In allocating moneys on deposit in the Interest and Sinking Fund to pay the principal of, premium, if any, and interest on the Senior Lien Obligations as the same become due and payable among Senior Lien Obligations that are secured by the 2024 Reserve Fund or another debt service reserve fund created pursuant to Section 11 and Senior Lien Obligations that are not secured by the 2024 Reserve Fund or such other debt service reserve fund, the Issuer shall not take amounts on deposit (including moneys or Reserve Credit Facilities) in the 2024 Reserve Fund or such other debt service reserve funds into account when making such allocations.

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SECTION 11. DEBT SERVICE RESERVE FUNDS.

(a) The 2024 Reserve Fund is hereby ordered to be held at a Depository of the Issuer, for the benefit of the Bonds and other 2024 Reserve Fund Participants, if any. All cash, investments and 2024 Reserve Credit Facilities on deposit and credited to the 2024 Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bonds and any other 2024 Reserve Fund Participants, when there is not sufficient money available in the Interest and Sinking Fund for such purpose, (ii) to make 2024 Reserve Credit Facility Payments, and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds and any other 2024 Reserve Fund Participants. The Issuer initially shall fund the 2024 Reserve Fund within sixty (60) months from the date of delivery of the Bonds by making 2024 Required Reserve Fund Deposits to such fund from the Pledged Revenues in accordance with Section 9 by monthly deposits in amounts equal to not less than 1/60th of the 2024 Required Reserve Amount, with any such deposits being made on or before the last day of each month, commencing with the first month following the date of delivery of the Bonds, until the 2024 Required Reserve Amount has been fully funded. After the delivery of any future 2024 Reserve Fund Participants, the Issuer shall cause the 2024 Reserve Fund to be increased, if and to the extent necessary, so that the 2024 Reserve Fund will contain an amount of money, investments and/or 2024 Reserve Credit Facilities equal to the 2024 Required Reserve Amount. Any increase in the 2024 Required Reserve Amount may be funded from Pledged Revenues, or from proceeds from the sale of any 2024 Reserve Fund Participants, or any other available source or combination of sources. All or any part of the 2024 Required Reserve Amount not funded initially and immediately after the delivery of any issue or series of 2024 Reserve Fund Participants shall be funded by making 2024 Required Reserve Fund Deposits to such fund from the Pledged Revenues in accordance with Section 9 by monthly deposits in amounts equal to not less than 1/60th of the deficiency in the 2024 Required Reserve Amount as of the date of issuance of the additional 2024 Reserve Fund Participants, with any such deposits being made on or before the last day of each month, commencing with the first month following the date of delivery of the 2024 Reserve Fund Participants, until the 2024 Required Reserve Amount has been fully funded. The 2024 Required Reserve Amount shall be maintained in the 2024 Reserve Fund at all times after the delivery of the Bonds and any other 2024 Reserve Fund Participants. There shall be deposited into the 2024 Reserve Fund any 2024 Reserve Credit Facilities so designated by the Issuer.

(b) When and for so long as the cash, investments and 2024 Reserve Credit Facilities in the 2024 Reserve Fund equal the 2024 Required Reserve Amount or the portion then required to be on deposit therein, no deposits need be made to the credit of the 2024 Reserve Fund; but, if and when the 2024 Reserve Fund at any time contains less than the amount of the 2024 Required Reserve Amount then required to be on deposit therein pursuant to clause (a) of this Section, the Issuer covenants and agrees that the Issuer shall cure the deficiency in the 2024 Reserve Fund by making 2024 Required Reserve Fund Deposits to such fund from the Pledged Revenues in accordance with Section 9 by monthly deposits in amounts equal to not less than 1/24th of such deficiency, with any such deficiency payments being made on or before the last day of each month until the 2024 Required Reserve Amount has been fully funded or restored. In addition, in the event that a portion of the 2024 Required Reserve Amount is represented by a 2024 Reserve Credit Facility, the 2024 Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the System Fund in accordance with Section 9, but subject to making the full deposits and credits to the Interest and Sinking Fund required to be made by Section 10. The Issuer further covenants and agrees that, subject only to the prior deposits to be made to the Interest and Sinking Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the 2024 Required Reserve Amount, including by paying 2024 Reserve Credit Facility Payments when due, and any reserve established for the benefit of any issue or series of Additional Senior Lien Obligations and to cure any deficiency in such amounts as required by the terms of this Ordinance and any other ordinance pertaining to the issuance of Additional Senior Lien Obligations. Reimbursements to the provider, if any, of a 2024 Reserve Credit Facility shall constitute the making up of a deficiency in the 2024 Reserve Fund to the extent that such

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reimbursements result in the reinstatement, in whole or in part, as the case may be, of the amount of the 2024 Reserve Credit Facility.

(c) Earnings and income derived from the investment of amounts held for the credit of the 2024 Reserve Fund shall be retained in the 2024 Reserve Fund until the 2024 Reserve Fund contains the 2024 Required Reserve Amount. During such time as the 2024 Reserve Fund contains the 2024 Required Reserve Amount or any cash or Permitted Investment is replaced with a 2024 Reserve Credit Facility pursuant to subsection (d) below, the Issuer may, at its option, withdraw all surplus funds in the 2024 Reserve Fund and deposit such surplus in the System Fund; provided that the face amount of any 2024 Reserve Credit Facility may be reduced at the option of the Issuer in lieu of such transfer. Notwithstanding the foregoing, any surplus funds in the 2024 Reserve Fund that consist of proceeds of the Bonds or interest thereon shall be used for purposes for which the Bonds were issued or deposited to the Interest and Sinking Fund.

(d) The Issuer may at any time deposit, supplement, replace or substitute a 2024 Reserve Credit Facility for cash or Permitted Investments on deposit in the 2024 Reserve Fund or in substitution for or replacement of any existing 2024 Reserve Credit Facility, provided, that the deposit, supplement, replacement or substitution of the 2024 Reserve Credit Facility will not, in and of itself, cause any ratings then assigned to the Bonds by any Rating Agency to be lowered as of the date of such deposit, supplement, replacement or substitution and the ordinance authorizing the substitution of the 2024 Reserve Credit Facility for all or part of the 2024 Required Reserve Amount contains a finding that such substitution is cost effective. Notwithstanding any other provision of this Ordinance, if a 2024 Reserve Credit Facility is utilized in connection with the Bonds after the issuance date of the Bonds, the Issuer must specifically approve any such 2024 Reserve Credit Facility.

(e) If the Issuer is required to make a withdrawal from the 2024 Reserve Fund for any of the purposes described in this Section, the Issuer shall promptly notify the issuer of such 2024 Reserve Credit Facility of the necessity for a withdrawal from the 2024 Reserve Fund for any such purposes, and shall make such withdrawal FIRST from available moneys or Permitted Investments then on deposit in the 2024 Reserve Fund, and NEXT from a drawing under any 2024 Reserve Credit Facility to the extent of such deficiency.

(f) In the event there is a draw upon a 2024 Reserve Credit Facility in the 2024 Reserve Fund, the Issuer shall reimburse the issuer of such 2024 Reserve Credit Facility for such draw, in accordance with the terms of any agreement pursuant to which the 2024 Reserve Credit Facility is used, from Pledged Revenues, however, such reimbursement from Pledged Revenues shall be in accordance with the provisions of Section 11(b) hereof and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the then Outstanding Senior Lien Obligations.

(g) The Issuer may create and establish a debt service reserve fund pursuant to the provisions of any ordinance or other instrument authorizing the issuance of Senior Lien Obligations for the purpose of securing that particular issue or series of Senior Lien Obligations or any specific group of issues or series of Senior Lien Obligations (including the combining of debt service reserve funds for Senior Lien Obligations so long as the requirements of each ordinance authorizing such Senior Lien Obligations are satisfied). A debt service reserve fund may be funded from Pledged Revenues, proceeds from the sale of Additional Senior Lien Obligations, Reserve Credit Facilities, or any other available source or combination of sources. The amounts once deposited or credited to said debt service reserve funds shall no longer constitute Pledged Revenues and shall be held solely for the benefit of the owners of the particular Senior Lien Obligations for which such debt service reserve fund was established. Each debt service reserve fund shall receive a pro rata amount of the Pledged Revenues after the requirements of the Interest and Sinking Fund, which secures all Senior Lien Obligations, have first been met. Each such debt service reserve fund shall be designated in such manner as is necessary to identify the Senior Lien Obligations it secures and to distinguish such debt service reserve fund from the debt service reserve funds created for the benefit of other Senior Lien Obligations. Each ordinance

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authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund shall specify the amount or a manner of calculating the amount to be held and maintained on deposit therein.

(h) The Issuer may issue Additional Senior Lien Obligations not secured by the 2024 Reserve Fund or any other debt service reserve fund.

SECTION 12. RATE STABILIZATION RESERVES. The Issuer may from time to time establish and maintain a Rate Stabilization Reserve in any one or more of the Electric System Fund, the Wastewater System Fund and the Water System Fund for so long as any Senior Lien Obligations remain outstanding and unpaid. The Issuer may at any time deposit to the credit of any Rate Stabilization Reserve any excess Net Revenues, after making required deposits hereinabove described to the Interest and Sinking Fund and any debt service reserve fund created in accordance with Section 11, and any other money received by the Issuer and available to be used therefor. Funds on deposit in a Rate Stabilization Reserve may be used, at the discretion of the Issuer, for capital additions and improvements to the System or any other lawful purpose, or to enable the Issuer to satisfy its covenant set forth in Section 16(m). All interest or other earnings derived from the investment of money in a Rate Stabilization Reserve shall be credited to that Rate Stabilization Reserve. Money on deposit to the credit of a Rate Stabilization Reserve shall not be included as a revenue for purposes of satisfying the covenant set forth in Section 16(m), unless the Issuer transfers money from the Rate Stabilization Reserve to the System Funds for the sole purpose of enabling the Issuer to be in compliance with its covenant set forth in Section 16(m).

SECTION 13. DEFICIENCIES; EXCESS PLEDGED REVENUES.

(a) Deficiencies. If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to all Senior Lien Obligations) to make the required deposits and credits to the Interest and Sinking Fund and any debt service reserve fund for Senior Lien Obligations, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to such funds.

(b) Excess Pledged Revenues. Subject to making the deposits and credits required by this Ordinance or any ordinances authorizing the issuance of Additional Senior Lien Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations heretofore or hereafter issued by the Issuer, the excess Pledged Revenues may be used for any lawful purpose.

SECTION 14. INVESTMENT OF FUNDS; VALUATION; FUNDS SECURED; TRANSFER OF INVESTMENT INCOME.

(a) Moneys in any fund established or maintained pursuant to this Ordinance may, at the option of the Issuer, be invested in Permitted Investments, provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Moneys in a debt service reserve fund for Senior Lien Obligations shall not be invested in securities maturing later than the final maturity of the Senior Lien Obligations secured by such debt service reserve fund. Such investments shall be valued in terms of current market value as of the last day of each Year, except that direct obligations of the United States (State and Local Government Series) in book-entry form shall be continuously valued at their par or face principal amount. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or any Additional Senior Lien Obligations issued. To the extent not invested, moneys in any fund established pursuant to this Ordinance shall be secured in the manner prescribed by law for securing funds of the Issuer.

(b) All interest and income derived from such investments (other than interest and income derived from amounts credited to the Rate Stabilization Reserves, the Construction Fund or the 2024 Reserve Fund or

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any other debt service reserve fund created in accordance with Section 11, if the 2024 Reserve Fund or such other debt service reserve fund does not contain the 2024 Required Reserve Amount or the Senior Lien Obligation Reserve Requirement, as the case may be) shall be credited to the System Funds semi-annually and shall constitute Gross Revenues.

SECTION 15. PAYMENT OF SENIOR LIEN OBLIGATIONS. While any of the Senior Lien Obligations are Outstanding, the Issuer shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, and, if necessary, in the 2024 Reserve Fund with respect to the 2024 Reserve Fund Participants, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Senior Lien Obligations as shall become due on each interest or principal payment date, or date of redemption of the Senior Lien Obligations; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Senior Lien Obligations by not later than 11:00 a.m. Central Time on the applicable payment date for the Senior Lien Obligations. The paying agent/registrar shall destroy all paid Senior Lien Obligations and furnish the Issuer with an appropriate certificate of cancellation or destruction.

SECTION 16. ISSUER COVENANTS. The Issuer further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Senior Lien Obligations, including this Ordinance, and in each and every Senior Lien Obligation; it will promptly pay or cause to be paid the principal of and interest on every Senior Lien Obligation on the dates and in the places and manner prescribed in such ordinances and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund.

(b) Issuer's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to issue the Bonds; that all action on its part for the issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Registered Owners of the Senior Lien Obligations, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Senior Lien Obligations in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

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(e) Operation of System; No Free Service. It will, while any Senior Lien Obligations are Outstanding, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the Issuer or any of its agencies, instrumentalities, lessors, or concessionaires make use of the services and facilities of the System, payment monthly of the standard retail price of the services provided shall be made by the Issuer or any of its agencies, instrumentalities, lessors, or concessionaires out of funds from sources other than the revenues of the System, unless made from surplus Pledged Revenues as permitted by Section 13(b).

(f) Further Encumbrance. While any Senior Lien Obligations are Outstanding, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Senior Lien Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the Issuer to issue or incur obligations, including Subordinate Lien Obligations, payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While any Senior Lien Obligations are Outstanding, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of, the System, or any significant or substantial part thereof, except as follows:

(1) To the extent permitted by law, the Issuer may sell, exchange or otherwise dispose of at any time and from time to time any property or facilities constituting part of the System only if (i) it shall determine such property or facilities are not useful in the operation of the System, (ii) the proceeds of such sale are $500,000 or less, or it shall have received a certificate of a Designated Financial Officer stating in the opinion of the signer, that the fair market value of the property or facilities exchanged is $500,000 or less, or (iii) if such proceeds or fair market value exceeds $500,000 it shall have received a certificate of a Designated Financial Officer stating, in the opinion of the signer, that the sale or exchange of such property or facilities will not impair the ability of the Issuer to comply during the current or any future year with the provisions of clause (m) of this Section. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of the System shall forthwith, at the option of the Issuer (i) be used to redeem or purchase Senior Lien Obligations, (ii) otherwise be used to provide for the payment of Senior Lien Obligations, or (iii) be used for any other lawful purpose; and

(2) To the extent permitted by law, the Issuer may lease or make contracts or grant licenses for the operation of or make arrangements for the use of or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by the Issuer of the System and (ii) does not in any manner impair or adversely affect the rights or security of the owners of the Senior Lien Obligations under this Ordinance; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement or other right is in excess of $1,000,000, the Issuer shall have received a certificate of a Designated Financial Officer that the action of the Issuer with respect thereto does not result in a breach of the conditions under this clause (2). Any payments received by the Issuer under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Gross Revenues.

(h) Insurance. (1) The Issuer shall insure such parts of the System as would usually be insured by corporations operating like properties, with responsible insurance companies, or through self-insurance with adequate stop-loss reinsurance, against loss to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, insurance against the perils of fire,

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extended coverage and flooding and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the Issuer's attorney gives a written opinion to the effect that the Issuer is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the Issuer shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Registered Owners and their agents and representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the Issuer shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Issuer. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Issuer for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be deposited in a special and separate trust fund, at a Depository, to be designated the Insurance Account. The Insurance Account shall be held until such time as other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first; provided that the Issuer may, in its discretion, use funds in the Insurance Account for the redemption or purchase of Senior Lien Obligations.

(2) The foregoing provisions of clause (1) above notwithstanding, the Issuer shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the Issuer.

(3) The annual audit hereinafter required may contain a section commenting on whether or not the Issuer has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the Issuer has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. That so far as it legally may, it will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the Issuer will prohibit any such competing facilities.

(k) Records. It will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities and transactions relating to the System, the Pledged Revenues, and the funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of a Registered Owner of Senior Lien Obligations; provided, that all books, documents, and vouchers relating to the City's electric system shall be made available for inspection only to the extent required by law, including, without limitation, the provisions of Section 552.133 of the Texas Government Code.

(l) Audits. After the close of each Year while any Senior Lien Obligation is Outstanding, it will cause an audit to be made of the books and accounts relating to the Issuer, including the System and the Pledged Revenues by an Accountant. Such annual audit reports shall be open to the inspection of the Registered Owners of Senior Lien Obligations and their agents and representatives at all reasonable times.

(m) Rate Covenant. It will fix, establish, maintain and collect such rates, charges and fees for the use and availability of the System at all times as are necessary to produce Gross Revenues, together with any

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other Pledged Revenues, sufficient (1) to pay all current Operating Expenses, and (2) to produce Pledged Revenues for each Year at least equal to 1.00 times the Annual Debt Service Requirements of all then Outstanding Senior Lien Obligations for that Year, and (3) to produce amounts required to pay all other obligations of the System reasonably anticipated to be paid from Pledged Revenues during the current Year.

SECTION 17. ISSUANCE OF ADDITIONAL SENIOR LIEN OBLIGATIONS.

(a) The Issuer shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver Additional Senior Lien Obligations for any purpose authorized by law, including for purposes of extending, improving or repairing the System and for the purpose of refunding of any Senior Lien Obligations, Subordinate Lien Obligations or other obligations of the Issuer incurred in connection with the ownership or operation of the System. Such Additional Senior Lien Obligations, if and when authorized, issued and delivered in accordance with this Ordinance and any ordinance hereafter adopted authorizing the issuance or incurrence of Additional Senior Lien Obligation, shall be secured by and made payable equally and ratably on a parity with all other Senior Lien Obligations at the time Outstanding and unpaid, from a first lien on and pledge of the Pledged Revenues herein granted.

(b) The Interest and Sinking Fund shall secure and be used to pay all Senior Lien Obligations. Each ordinance under which Additional Senior Lien Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Senior Lien Obligations to be deposited to the credit of the Interest and Sinking Fund, the Issuer shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Senior Lien Obligations then being issued, as the same come due.

(c) Additional Senior Lien Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series or issue of Additional Senior Lien Obligations shall be issued or delivered unless:

(1) A Designated Financial Officer shall have executed a certificate stating (A) that, to the best of such person's knowledge and belief, the Issuer is not then in default as to any covenant or requirement contained in any ordinance authorizing the issuance of Outstanding Senior Lien Obligations, and (B)(i) payments into all special funds or accounts created and established for the payment and security of all Outstanding Senior Lien Obligations have been made and that the amounts on deposit in such special funds or accounts are the amounts then required to be on deposit therein or (ii) the application of the proceeds of sale of such obligations then being issued will cure any such deficiency; and

(2) A Designated Financial Officer shall have executed a certificate stating that based on the books and records of the Issuer, during either the preceding Year, or any twelve (12) consecutive months out of the fifteen (15) months immediately preceding the month in which the then proposed Additional Senior Lien Obligations are to be issued, the Net Revenues are equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 times the Maximum Annual Debt Service Requirements, of, in either case, the Senior Lien Obligations to be Outstanding after the issuance of the then proposed Additional Senior Lien Obligations.

(d) If the proceeds of the Additional Senior Lien Obligations are to be used to construct or acquire a Capital Addition, the certificate required by clause (c)(2) above shall not be required, and the following two certificates shall be required:

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(1) A Designated Financial Officer shall have executed a certificate stating that based on the books and records of the Issuer, during either the preceding Year, or any twelve (12) consecutive months out of the fifteen (15) months immediately preceding the month in which the then proposed Additional Senior Lien Obligations are to be issued, the Net Revenues are equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 times the Maximum Annual Debt Service Requirements, of, in either case, the Senior Lien Obligations to be Outstanding at the time of the issuance of the then proposed Additional Senior Lien Obligations (but excluding the Additional Senior Lien Obligations then being issued); and

(2) An Accountant or a Consulting Engineer shall have executed a certificate to the effect that the projected Net Revenues will be, in the person's or its opinion, for each of the five (5) Years subsequent to the date the Capital Addition becomes commercially operative (as estimated in the engineering report pertaining thereto) equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 the Maximum Annual Debt Service Requirements, of, in either case, Senior Lien Obligations then Outstanding and all Additional Senior Lien Obligations then estimated to be issued, if any, for all improvements to the System and for all Capital Additions then in progress or then being initiated during the period from the date the first series of obligations for the Capital Addition is to be delivered through the fifth Year subsequent to the date the Capital Addition is estimated to become commercially operative.

(e) Payments to be made under a Credit Agreement may be treated as a payment in respect of a Senior Lien Obligation and secured by Pledged Revenues if the City Council makes a finding in the ordinance authorizing the execution and delivery of a Credit Agreement as a Senior Lien Obligation that, based upon the findings contained in a certificate executed and delivered by a Designated Financial Officer, the Issuer will have sufficient funds to meet the financial obligations of the System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the System and the financial obligations of the Issuer relating to the System after giving effect to the treatment of the Credit Agreement as a Senior Lien Obligation. The payment obligations incurred by the Issuer under a Credit Agreement shall not be treated as a Senior Lien Obligation unless the form of such Credit Agreement is approved by ordinance or resolution adopted by the City Council.

(f) In making a determination of Net Revenues for any of the purposes described in this Section, the Designated Financial Officer, Accountant or Consulting Engineer may take into consideration a change in the rates and charges for services and facilities afforded by the System that has been adopted by the Issuer or became effective at least sixty (60) days prior to the issuance date of the Additional Senior Lien Obligations and, for purposes of satisfying the Net Revenues tests described above, make a pro forma determination of the Net Revenues of the System for the period of time covered by said Designated Financial Officer's, Accountant's or Consulting Engineer's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Designated Financial Officer's, Accountant's or Consulting Engineer's certificate or opinion.

(g) Senior Lien Obligations may be refunded (pursuant to any law then available) upon such terms and conditions as the Issuer may deem to be in the best interest of the Issuer and its inhabitants, and if less than all such Outstanding Senior Lien Obligations are refunded, the proposed refunding bonds shall be considered as "Additional Senior Lien Obligations" under the provisions of this Section and the certificate required in clause (c)(2) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the bonds being refunded following their cancellation or provision being made for their payment).

(h) All calculations of Average Annual Debt Service Requirements and Maximum Annual Debt Service Requirements made pursuant to this Section shall be made as of and from the date of the Additional Senior Lien Obligations then proposed to be issued.

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SECTION 18. [RESERVED].

SECTION 19. NO ISSUANCE OF OBLIGATIONS SENIOR TO THE SENIOR LIEN OBLIGATIONS. The Issuer covenants and agrees that it will not issue any obligations payable from and secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, senior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Senior Lien Obligations, it being the intent of the Issuer that upon the issuance of the Bonds, the Issuer will finance improvements and extensions of the System and refinance revenue obligations issued for the purpose of improving and extending the System with Senior Lien Obligations, Subordinate Lien Obligations or other obligations not issued on a parity with Senior Lien Obligations.

SECTION 20. ISSUANCE OF SUBORDINATE OBLIGATIONS. The Issuer hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Senior Lien Obligations, as may be authorized by the laws of the State of Texas.

SECTION 21. ISSUANCE OF SPECIAL PROJECT BONDS. Nothing in this Ordinance shall be construed to deny the Issuer the right and it shall retain, and hereby reserves unto itself, the right to issue Special Project Bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

SECTION 22. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "*Defeased Bond*") within the meaning of this Ordinance, except to the extent provided in subsection (c) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the funds created and the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the escrow agent under a Future Escrow Agreement may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying

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Agent/Registrar that is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 23. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 23 shall constitute authority for the issuance of any such replacement Bond

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without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) for Bonds issued in conversion and exchange for other Bonds.

SECTION 24. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS.

(a) The Mayor of the Issuer and each Designated Financial Officer are hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser.

SECTION 25. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

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(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("*Treasury Regulations*"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal

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income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or Designated Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

SECTION 26. TEXAS WATER DEVELOPMENT BOARD. The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the TWDB, unless waived by the TWDB or otherwise amended with the written consent of the TWDB.

(a) Covenant to Abide with Rules and Regulations. The Issuer will abide with all applicable federal laws, rules and regulations, laws of the State of Texas and rules and regulations of the TWDB relating to the loan of funds evidenced by the Bonds and the Project.

(b) Annual Audit Reporting. The Issuer shall have an annual audit prepared in accordance with generally accepted accounting practices and shall provide to the Executive Administrator of the TWDB, without the necessity of a written request therefor and without charge, a copy of the annual audit report within 180 days of the close of each Year. In addition, monthly operating statements for the System shall be maintained by the Issuer and made available, on request, to the TWDB as long as the State of Texas owns any of the Bonds, and the monthly operating statement shall be in such detail as requested by the Development Fund Manager of the TWDB until this requirement is waived thereby. The Issuer covenants that proceeds of the Bonds shall remain separate and distinct from other sources of funding from the date of the TWDB commitment through costing and final disbursement.

(c) Final Accounting. Upon completion of the Project, the Issuer shall render a final accounting of the cost of the Project to the TWDB, together with a copy of "as built" plans of such improvements and extensions upon completion. If the total cost of the Project, as finally completed, is less than originally

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estimated, so that the proper share of the participation by the TWDB in the Project is reduced, any surplus proceeds from the Bonds remaining after completion of the Project shall be used for the following purposes as approved by the Executive Administrator: (1) deposit into the Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Bonds owned by the TWDB; or (2) eligible project costs as authorized by the Executive Administrator.

(d) Defeasance. Should the Issuer exercise its right hereunder to effect the defeasance of the Bonds, the Issuer agrees that it will provide the TWDB with written notice of any such defeasance.

(e) Prohibition on Use of Proceeds. The Issuer covenants and agrees that none of the proceeds of the Bonds will be expended on costs incurred or to be incurred relating to the sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site.

(f) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the TWDB from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(g) Environmental Determination. In connection with the Project, the Issuer agrees to implement any environmental determination issued by the Executive Administrator of the TWDB to satisfy the environmental review requirements set forth in 31 Texas Administrative Code 371.

(h) Insurance. The Issuer agrees to maintain casualty and other insurance on the Issuer's waterworks system of a kind and in an amount customarily carried by municipal corporations owning and operating similar properties and in an amount sufficient to protect the interests of the TWDB in the Project.

(i) Water Conservation Program. The Issuer and adopted and implemented or will adopt and implement an approved water conservation program in accordance with 31 TAC 363.42.

(j) No Purchase of TWDB Bonds. The Issuer agrees that it, nor any related party to the Issuer, will not purchase, as an investment or otherwise, bonds issued by the TWDB including, without limitation, bonds issued by the TWDB, the proceeds of which were used by the TWDB to purchase the Bonds.

(k) Compliance with Federal Contracting Law. The Issuer acknowledges that it has a legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises.

(l) Compliance with State Contracting Law. The Issuer acknowledges that it has a legal obligation to comply with any applicable requirements of State law relating to contracting with historically underutilized businesses, and will report to TWDB the amount of Project Funds, if any, used to compensate historically underutilized businesses, in accordance with 31 TAC Sec. 363.1312.

(m) Assumption of Bonds. The Issuer agrees that, prior to any action by the Issuer to convey its obligations with respect to Bonds owned by the TWDB to another entity, the conveyance and assumption of such Bonds must be approved by the TWDB.

(n) Compliance with Requirements Regarding Use of Iron and Steel Products. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code, Section 17.183.

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SECTION 27. SALE OF BONDS; USE OF PROCEEDS; FURTHER PROCEDURES.

(a) Sale of Bonds. The Bonds are sold to the TWDB for the price of par. The Bonds have been purchased by the TWDB pursuant to TWDB's Resolution No. 24-048, adopted on July 23, 2024. The Private Placement Memorandum prepared in connection with the sale of the Bonds to the TWDB in substantially the form presented at this meeting is approved (the "*Private Placement Memorandum*"). The Issuer has determined, based upon the advice provided by its financial advisors, that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the TWDB or its designee.

(b) Notice from TWDB of Sale of Bonds. It is the intent of the parties to the sale of the Bonds that if TWDB ever determines to sell all or a part of the Bonds, it shall notify the Issuer at least 60 days prior to the sale of the Bonds of the decision to so sell the Bonds.

(c) Proceeds. The proceeds from the sale of the Bonds shall be disbursed in the manner described in the letter of instructions executed by the Issuer, or on behalf of the Issuer by its financial advisor.

(d) Payment by Wire Transfer. Payment of amounts due and owing on the Bonds to the TWDB shall be made by wire transfer, at no expense to the TWDB, as provided in the FORM OF BOND.

(d) Further Procedures. The Mayor and Mayor Pro Tem, the City Manager, the Chief Financial Officer and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, and the Private Placement Memorandum. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 28. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the

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specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or council members of the Issuer.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 29. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data (the "*Annual Operating Report*") with respect to the Issuer of the general type included in its annual financial statements. The Issuer will additionally provide financial statements of the Issuer (the "*Financial Statements*"), that will be (i) prepared in accordance with the accounting principles described in the notes to the Issuer's fiscal year 2024 audited financial statements or such other accounting principles as the Issuer may be required to

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employ from time to time pursuant to State law or regulation and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each Year and the Financial Statements within 12 months of the end of each Year, in each case beginning with the Year ending in and after 2025. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such Year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable Year, when and if the audit report on such Financial Statements becomes available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of Registered Owners;

3. Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

6. Appointment of a successor or additional trustee or the change of name of a trustee; and

7. Incurrence of a Financial Obligation of the Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

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1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be Outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND

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REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 30. METHOD OF AMENDMENT.

(a) The Registered Owners of Senior Lien Obligations of a majority of the aggregate principal amount of then Outstanding Senior Lien Obligations thereby affected (for purposes of this sentence only, 100% of the aggregate principal amount of Senior Lien Obligations which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owners of all of the Senior Lien Obligations at the time Outstanding thereby affected, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Senior Lien Obligations so as to:

(1) Make any change in the maturity of any of the Outstanding Senior Lien Obligations;

(2) Reduce the rate of interest borne by any of the Outstanding Senior Lien Obligations;

(3) Reduce the amount of the principal payable on the Outstanding Senior Lien Obligations;

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(4) Modify the terms of payment of principal of or interest on the Outstanding Senior Lien Obligations or impose any conditions with respect to such payment;

(5) Affect the rights of the Registered Owners of less than all of the Senior Lien Obligations then Outstanding;

(6) Change the minimum percentage of the principal amount of Senior Lien Obligations necessary for consent to such amendment; or

(7) Amend this subsection (a) of this Section.

(b) If at any time the Issuer shall desire to amend the Ordinance under this Section, the Issuer shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two (2) successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Registered Owners of Senior Lien Obligations. Such publication is not required, however, if notice in writing is given to each Registered Owner of Senior Lien Obligations.

(c) Whenever at any time the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in the aggregate principal amount of all Senior Lien Obligations then Outstanding thereby affected, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the Issuer and all the Registered Owners of then Outstanding Senior Lien Obligations and all future Senior Lien Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the Registered Owner of a Senior Lien Obligation pursuant to the provisions of this Section shall be irrevocable for a period of twelve (12) months from the date of the first publication of the notice or other service of written notice provided for in this Section, and shall be conclusive and binding upon all future Registered Owners of the same Senior Lien Obligation during such period. Such consent may be revoked at any time after twelve (12) months from the date of the first publication of such notice or other service of written notice by the Registered Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the Issuer, but such revocation shall not be effective if the Registered Owners of a majority in aggregate principal amount of the then Outstanding Senior Lien Obligations as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) The fact of the owning of Senior Lien Obligations issued in registered form without coupons and the amounts and numbers of such Senior Lien Obligations and the date of their holding same shall be proved by the Registration Books of the Paying Agent/Registrar. The Issuer may conclusively assume that such ownership continues until such ownership is changed on the Registration Books. For purposes of this Section, the notional amount attributable to a Credit Agreement that is treated as a Senior Lien Obligation shall be deemed to be the principal amount of such Senior Lien Obligation.

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(g) The foregoing provisions of this Section notwithstanding, the Issuer by action of the City Council may amend this Ordinance without the consent or approval of any Registered Owners of Senior Lien Obligations for any one or more of the following purposes:

(1) To add to the covenants and agreements of the Issuer in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to Registered Owners or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Issuer;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, including, without limitation, those matters described in Section 29(d)(v), or those matters necessary to obtain a rating on the Bonds or to obtain the approving opinion of the Attorney General of Texas as required by law, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the Registered Owners of the Senior Lien Obligations;

(3) To make such changes, modifications and amendments as may be necessary or desirable, which shall not adversely affect the interests of the Registered Owners of Outstanding Senior Lien Obligations, in order to obtain or maintain a Credit Agreement or a Credit Facility;

(4) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Senior Lien Obligations Outstanding at the date of the adoption of such modification shall cease to be Outstanding, and (ii) such modification shall be specifically referred to in the text of all Senior Lien Obligations issued after the date of the adoption of such modification.

(h) The foregoing provisions of this Section notwithstanding, so long as the TWDB is the Registered Owner or beneficial owner of any of the Bonds, the provisions of Section 30 may be waived by, or amended with the consent of, the TWDB without the approval or consent of any other Registered Owner or beneficial owner of the Bonds.

SECTION 31. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) Construction Fund. The Issuer heretofore has and hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "City of Denton, Texas Utility System Revenue Bond 2025 Construction Fund" (the "*Construction Fund*") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be used for the purposes specified in Section 26(c).

(b) Investment of Construction Fund. The Issuer may place proceeds of the Bonds (including investment earnings thereon) in Permitted Investments; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

SECTION 32. ESCROW AGREEMENT AND ESCROW FUND .

(a) Escrow Fund. The Escrow Agreement between the Issuer and the escrow agent named therein (the "*Escrow Agent*") substantially in the form and content presented at this meeting, specifying the duties and responsibilities of the Issuer and the Escrow Agent, and creating the escrow fund ("the "*Escrow Fund*"), is

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hereby approved and the Mayor of the Issuer or a Designated Financial Officer is hereby authorized and directed to execute the Escrow Agreement on behalf of the Issuer. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.

(b) Deposits to Escrow Fund. On the closing date for the Bonds, the Issuer shall cause the proceeds from the sale of the Bonds to be deposited into the Escrow Fund or, if agreed to by the TWDB, all or a portion of the proceeds of the Bonds may be deposited into the Construction Fund or as otherwise directed by the Issuer and the TWDB.

(c) Disbursements from Escrow Fund. Funds shall not be released from the Escrow Fund without written approval by the Executive Administrator of the TWDB. Except as provided in Section 27(c) and Section 26(c), moneys disbursed from the Escrow Fund shall be credit to the Construction Fund created by Section 31 and shall be applied only for the payment of costs of the Project.

(d) Investment and Security for Escrow Fund. The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

SECTION 33. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 34. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

SECTION 35. RULES OF CONSTRUCTION. That for all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the Issuer and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of Amortization Installments (if any). Any reference to "FORM OF BOND" shall refer to the form of the Bonds set forth in Section 5. The calculation of Average Annual Debt Service Requirements as may be required by this Ordinance shall be made at the beginning of each Year and shall be the sum of the Annual Debt Service Requirements due for the current and each subsequent Year in which the Senior Lien Obligations are outstanding divided by the number of such Years, or partial Years, if applicable. The words "owner" and "holder" and "bondholder", as used in this Ordinance, shall mean the registered or beneficial owner of a Bond.

SECTION 36. OPEN MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SECTION 37. IMMEDIATE EFFECTIVE DATE. This Ordinance shall take effect and be in force immediately upon and after its adoption by the City Council in accordance with the provisions of Section 1201.028, Texas Government Code, and it is accordingly so resolved.

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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~~Suzi Rumohr, District 3:				
Joe Holland, District 4:				
Brandon Chase McGee, At Large Place 5:				
Jill Jester, At Large Place 6:				

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PASSED, APPROVED AND EFFECTIVE this ~~[_____],~~ the 21st day of October, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
~~LAUREN THODEN,~~ [_____], CITY SECRETARY

_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

_____

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FY
2025-2026

Texas Water Development Board

Utility System Revenue Bond Ordinance

CITY OF DENTON

October 13, 2025 ID PUB25-150

Bond Proceeds Project

Ray Roberts Water Treatment Plant Expansion

- Increase treatment capacity by additional 20 MGD
- Increase space reserved for additional 30 MGD treatment capacity in the future
- Total new treatment capacity 50 MGD
- Final combined treatment capacity 70 MGD
- Will be financed with bonds sold over 5 years

Utility Revenue Bond Sale

2nd Issuance $11,235,000

Financing Structure:

- 30 years term
- Reduced interest rate through TWDB
- 4.10% Estimated borrowing cost

Next Steps

December 3, 2025

- Close and delivery of funds

Questions


CAMPUS
Downtown Square
DCTA Transit Center
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **October 13, 2025**

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton to declare the intent to reimburse capital program expenditures of General Government ($109,770,635), the Solid Waste Utility ($18,249,000), the Water Utility ($55,651,541), the Wastewater Utility ($141,892,454), and the Electric Utility ($58,434,588) with Tax-Preferred Obligations (Certificates of Obligation and General Obligation Bonds) with an aggregate maximum principal amount not to exceed $383,998,218; and providing an effective date.

BACKGROUND

The purpose of this item is to allow staff to begin these projects prior to the bond sale. This is an annual request of the Council as the IRS requires that the Council take action to officially state its intent to reimburse the City from future tax-exempt debt. Initially, funding for the expenditures will be provided with unreserved fund balances. These expenditures will be reimbursed from the proceeds received from bonds sold in the summer of 2026. The reimbursement process is allowed by the City's Debt Policy.

The complete CIP project list is included as Exhibit A of the ordinance. The adopted FY 2025-26 Capital Improvement Program (CIP) budget includes:

- $109,770,635 General Obligation Bonds (GO) and Certificates of Obligation (CO) for new General Government funding for capital projects.
- $274,227,583 Certificates of Obligation (CO) for Utilities funding for capital projects.

The FY 2025-26 Capital Improvement Program was reviewed and recommended by the PUB on July 28, 2025, as part of the FY 2025-26 budget process. The City Council adopted the FY 2025-26 budget on September 16, 2025.

RECOMMENDATION

Staff recommends moving forward with the reimbursement ordinance approval by the City Council, including $383,998,218 in capital projects.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Presentation

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance

Prepared by
Randee Klingele
Treasury Manager

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF DENTON TO DECLARE THE INTENT TO REIMBURSE CAPITAL PROGRAM EXPENDITURES OF GENERAL GOVERNMENT ($109,770,635), THE SOLID WASTE UTILITY ($18,249,000), THE WATER UTILITY ($55,651,541), THE WASTEWATER UTILITY ($141,892,454), AND THE ELECTRIC UTILITY ($58,434,588) WITH TAX-PREFERRED OBLIGATIONS (CERTIFICATES OF OBLIGATION AND GENERAL OBLIGATION BONDS) WITH AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED $383,998,218; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "Issuer") is a municipal corporation/political subdivision of the State of Texas; and

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the ongoing capital expansion of the General Government, and Solid Waste, Water, Wastewater and Electric utility projects approved as part of the FY 2025-26 Capital Improvement Program Budget and described on Exhibit "A" hereto (collectively, the "Projects") prior to the issuance of Certificates of Obligation and General Obligation Bonds which are tax-exempt obligations, tax-credit obligations or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law to finance the Projects; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues the obligations to finance the Projects; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the above preamble to this Ordinance are true and correct and are hereby adopted.

SECTION 2. The Issuer reasonably expects to incur debt, as one or more series of tax-exempt obligations, tax-credit obligations or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Tax-Preferred Obligations"), with an aggregate maximum principal amount equal to $383,998,218 for the purpose of paying the costs of the Projects as described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

SECTION 3. All costs to be reimbursed pursuant hereto will be capital expenditures. No Tax-Preferred Obligations will be issued by the Issuer in furtherance of this ordinance after a date which is later than 18 months after the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 4. The foregoing notwithstanding, no Tax-Preferred Obligation will be issued pursuant to this ordinance more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 5. The foregoing Sections 3 and 4 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued in furtherance of this ordinance after 18 months of the date the original expenditure is made.

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 _____.

The ordinance was passed and approved by the following vote [___ - ___]:

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

PASSED AND APPROVED this the 21st day of October, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller _____
Digitally signed by Susan Keller
Date: 2025.10.02 20:59:56 -05'00'

Exhibit A

CAPITAL IMPROVEMENT PROJECT LISTING
SERIES 2026 - Reimbursement Ordinance

DEBT FUNDED PROJECTS	CIP Budget/RO
GENERAL OBLIGATION PROJECTS (2023 Bond Election):	
Ruddell, Mingo Roadway & Quiet Zones (Prop A)	$ 18,125,000
Oakland Drainage & Upstream Detention Improvements (Prop B)	15,595,000
PEC 3&4 Drainage Improvements (Prop B)	10,000,000
Public Art - Public Safety (Prop D)	503,000
2023 Bond Election GO Total	**$ 44,223,000**

CERTIFICATES OF OBLIGATION PROJECTS (Internal Service - Self-Supported):	
Solid Waste Fleet Shop FF&E (Fleet)	$ 500,000
End User Computing (Technology Services)	712,400
Radios & Modems (Technology Services)	1,900,430
Infrastructure Replacement (Technology Services)	1,745,527
Citywide Fiber Replacement (Technology Services)	1,875,000
Internal Service Total	**$ 6,733,357**

CERTIFICATES OF OBLIGATION PROJECTS (General Government - Tax Supported):	
Vehicle Replacement - General Fund (Motorpool)	$ 5,564,000
Security Video Surveillance Upgrades (Facilities)	250,000
Facilities ADA Upgrades (Facilities)	1,900,000
Capital Replacements (Facilities)	4,000,000
Facility Condition Maintenance (Facilities)	4,000,000
Adjacency Remodels (Facilities)	50,000
Parking Lot Replacements (Facilities)	1,825,000
Generator Project (Facilities)	100,000
Linda McNatt Animal Shelter (Facilities)	4,500,000
Fire Station 5 (Facilities)	400,000
Fire Station 6 (Facilities)	1,100,000
Briarcliff Park (Parks)	1,375,000
Traffic Signal Cabinets (Traffic)	208,000
Traffic Signal Design and Rebuilds (Traffic)	1,950,000
ADA Transition Plan Improvements (Transportation)	2,500,000
HSIP Projects (Transportation)	500,000
Road Safety Improvements (Transportation)	2,500,000
Ryan Road Widening (Streets)	1,000,000
Elm / Locust Phase 2 (Streets)	1,000,000
Neighborhood 2&6 (Streets)	6,500,000
Neighborhood 1B (Streets)	6,800,000
Bonnie Brae Phase 3 (Streets)	2,500,000
Westgate Drive Phase 2 (Streets)	3,875,473
Bonnie Brae Phase 6 (Drainage)	300,000
Westgate Drive Phase 2 (Drainage)	1,725,965
Elm / Locust Phase 2 (Drainage)	2,000,000
Westgate Drive Phase 1 (Drainage)	390,840
General Government Total	**$ 58,814,278**

CERTIFICATES OF OBLIGATION PROJECTS (Solid Waste):		
Vehicles - Replacements	$	3,801,000
Vehicles - New Additions		448,000
Organics Program Infrastructure		14,000,000
Solid Waste Total	**$**	**18,249,000**

CERTIFICATES OF OBLIGATION PROJECTS (Water):		
Supplement to Bond Election 2019 Projects - Neighborhood 1B	$	3,500,000
Supplement to Bond Election 2019 Projects - Neighborhood 2 & 6		500,000
McKenna Park BPS Rehab & Fence Replacement		510,000
Emergency Generator Evaluation		102,000
Annual Field Service Replacements		562,530
Oversize Participation Agreements		2,603,881
LCR (Lead and Copper Rule) Compliance		510,000
LCR (Lead and Copper Rule) Remediation		255,000
Water Distribution Replacement Program		1,275,000
Bonnie Brae (Phase 6)		1,800,000
Bonnie Brae (Phase 3)		775,000
PEC Phase 3/4 Water Upgrades		1,500,000
Westgate Road (Phase 2)		510,000
Water Taps		161,670
Fire Hydrant Installs		32,130
Water Meters		459,000
AMI/AMR Replacements		5,100,000
Sampling Station Upgrades		102,000
Large Valve Replacements		65,280
Transmission Line Condition Assessment		510,000
Transmission Line Condition Repairs		510,000
Ray Roberts Parallel 60" Transmission Line		255,000
24" Robson Ranch Transmission Main ((D-1))		4,080,000
WMP Projects 17 & 20		7,650,000
12/16" US 380 Water Line (Project 27)		1,020,000
RRWTP Capacity Rerate and Performance Upgrades		9,100,000
RRWTP Disinfection Conversion and Chemical Improvements		2,295,000
RRWTP Raw Water Line Cleaning for Zebra Mussels		153,000
RRWTP Raw Water Bldg. Electric Room AC Replacement		12,750
RRWTP Ozone Generator Cleaning		280,500
RRWTP Automated Source Water Monitoring		51,000
LLWTP Sludge Dewatering Improvement Project		3,250,000
LLWTP Filter Media Replacement		510,000
LLWTP LAS Bulk Storage Capacity Redesign		255,000
LLWTP DME Pond Infill		204,000
LLWTP High Service Pump Station		127,500
LLWTP Condition Assessment & DPR Study		1,224,000
LLWTP Ozone Building AC Installation - ASAP		102,000
LLWTP Plant Electrical Building AC Replacement		25,500
LLWTP Automated Source Water Monitoring		51,000
Lake Lewisville Raw Water Station Rehab		1,020,000
Roselawn Elevated Storage Tank Improvements		1,927,800
Riney Road Tank Painting & Lighting Improvement		255,000
SCADAOT/IT Delineation		127,500
Pump Station CIP-CI2 Conversion		51,000
NW EST Tank Painting		255,000
SWBPS - AC System Replacement		25,500
Water Total	**$**	**55,651,541**

CERTIFICATES OF OBLIGATION PROJECTS (Wastewater):		
Milam Creek Basin Wastewater Line and Lift Station	$	4,258,500
Hobson Lift Station Force Main Replacement		255,000
Cooper Creek Lift Station Improvement Project		3,621,000
Robson West Lift Station		5,814,000
Lift Station Replacement		510,000
Beneficial Reuse Concrete Improvement		12,750
12/15-inch Robson Ranch Interceptor (HC: O-4)		949,620
Pipe/Force Main Condition Assessment		281,010
21/27/30-inch Roark Branch Interceptor Phase 2 (HC: D-4)		4,080,000
Clear Creek Water Reclamation Plant (CCWRP)		2,040,000
Hickory Creek Water Reclamation Plant Ph 1 (HC: O-1, O-2, O-5)		2,550,000
Hickory Creek Peak Flow Basin Improvements		2,295,000
Hickory Creek Force Main Replacement		510,000
PCWRP Expansion to 26 MGD and 75 MGD Headworks		51,000,000
SCADA/HMI Upgrade Water Rec		127,500
Supplement to Bond Election 2019 Projects - Neighborhood 1B		3,500,000
Oversize Participation		4,345,200
Wastewater Taps		51,510
Manhole Repair/Replace/Lining		76,500
Clear Creek Interceptor		39,478,784
Annual Field Service Replacements		562,020
Collector Replacement Program		1,275,000
Cole Ranch Interceptor		3,187,500
Lakeview Ranch Interceptor		717,060
Masch Sewer Line Replacement		306,000
PEC Phase 3/4 Sewer Upgrades		1,000,000
Hickory Creek Interceptor IV		3,060,000
Private Laterals Replacement		25,500
Robson Ranch Wastewater Improvement Project Phase I & II		1,785,000
Mingo/Ruddell/Quiet Zone Sewer Upgrades		918,000
Bonnie Brae (Phase 3)		3,300,000
Wastewater Total	**$**	**141,892,454**

CERTIFICATES OF OBLIGATION PROJECTS (Electric):		
Distribution Substations	$	8,210,000
Transmission Substation		2,400,000
Distribution Transformers		10,000,000
Automated Meter Reading		1,805,000
Feeder Extension and Improve		11,075,338
New Residential and Commercial		8,315,250
Power Factor Improvement		300,000
Street Lighting		650,000
Transmission Lines		5,770,000
Technology - Software/Hardware		4,409,000
Electric - Relocations		5,500,000
Electric Total	**$**	**58,434,588**

TOTAL GOs	**$**	**44,223,000**
TOTAL COs	**$**	**339,775,218**
GRAND TOTAL	**$**	**383,998,218**

Reimbursement Ordinance

October 13, 2025



ID PUB25-157

Purpose of Reimbursement Ordinance

- IRS requires formal documentation of the City's intent to reimburse itself with tax exempt bonds to be issued at a future date.
- Generally, the sale of bonds is within 12 months of the adoption of a reimbursement ordinance or before the end of the fiscal year.
- Reimbursement ordinance allowed by City's Debt Policy.

Note: Approval of the ordinance does not obligate the City to issue debt.

CO Utilities Reimbursement Ordinance Summary

FY 2025-26 Budget

Detailed project list provided in Exhibit A of Ordinance

Solid Waste	**$**	**18,249,000**
Water	$	55,651,541
Wastewater		141,892,454
Electric		58,434,588
Utility System	**$**	**255,978,583**
Total Utilities	**$**	**274,227,583**

Next Steps

- April 2026 Council considers adoption of a Notice of Intention Ordinances to issue COs.
- May 2026 Council considers approval of a Parameters Ordinance authorizing the sale of both General Obligation Bonds and Certificates of Obligation.
- June 2026 Projected bond sale date, if market conditions are favorable.
- July 2026 Projected close of sale and delivery of funds.

Questions



2026 PUBLIC UTILITIES BOARD MEETING SCHEDULE

Monday	January 12	Regular Meeting – Council Work Session Room
Monday	January 26	Regular Meeting – Council Work Session Room
Monday	February 9	Regular Meeting – Council Work Session Room
Monday	February 23	Regular Meeting – Council Work Session Room
Monday	March 9	Regular Meeting – Council Work Session Room
Monday	March 23	Regular Meeting – Council Work Session Room
Monday	April 13	Regular Meeting – Council Work Session Room
Monday	April 27	Regular Meeting – Council Work Session Room
Monday	May 4*	Regular Meeting – Council Work Session Room
Monday	May 18*	Regular Meeting – Council Work Session Room
Monday	June 8	Regular Meeting – Council Work Session Room
Monday	June 22	Regular Meeting – Council Work Session Room
Monday	July 13	Regular Meeting – Council Work Session Room
Monday	July 27	Regular Meeting – Council Work Session Room
Monday	August 10	Regular Meeting – Council Work Session Room
Monday	August 24	Regular Meeting – Council Work Session Room
Monday	September 14	Regular Meeting – Council Work Session Room
Monday	September 28	Regular Meeting – Council Work Session Room
Monday	October 12	Regular Meeting – Council Work Session Room
Monday	October 26	Regular Meeting – Council Work Session Room
Monday	November 16*	Regular Meeting – Council Work Session Room
Monday	December 14*	Regular Meeting – Council Work Session Room

*The dates denoted with an asterisk deviate from the 2nd and 4th Monday.

Future Public Utilities Board Agenda Items

Note: This is a working draft of pending PUB items and is subject to change without notice.

Meeting Date	Item	Dept
October 27, 2025		
November 17, 2025		
December 15, 2025		
January 12, 2026	Receive nominations and hold elections for Chair, Vice Chair, and Secretary.	

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.					
2.					