



City of Denton

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

Meeting Agenda Public Utilities Board

Monday, April 27, 2026

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, April 27, 2026, 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

Each of the items on the Consent Agenda is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations. Approval of the Consent Agenda authorizes the City Manager or designee to implement each item in accordance with the Staff recommendations. The Public Utilities Board has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

Listed below are bids, purchase orders, contracts, and other items to be approved for payment or other action under the Consent Agenda (Agenda Items A – B). This listing is provided on the Consent Agenda to allow Public Utilities Board Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

- A. [PUB26-066](#) 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 Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in the not-to-exceed amount of \$434,596.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 - providing for an additional second amendment expenditure amount not-to-exceed \$601,448.00, with the total contract amount not-to-exceed \$1,181,092.00).

Attachments:

[Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Original Ordinance, Contract, Ordinance, and Amendment 1](#)

[Exhibit 3 - Ordinance and Amendment 1](#)

- B. [PUB26-067](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Anixter Inc., amending the contract approved by City Council on March 21, 2023, in the not-to-exceed amount of \$1,125,000.00; said first amendment to continue to supply concrete streetlight and aggregate poles for the Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8191 - providing for an additional first amendment expenditure amount not-to-exceed \$281,250.00, with the total contract amount not-to-exceed \$1,406,250.00).

Attachments:

[Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Original Ordinance and Contract](#)

[Exhibit 3 - Ordinance and Amendment 1](#)

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [PUB26-070](#) Consider approval of the April 13, 2026 minutes.

Attachments:

[4.13.26 PUB Minutes](#)

- B. [PUB26-030](#) Consider recommending adoption of an ordinance the City of Denton, Texas directing the publication of Notice of Intention to issue \$82,000,000 in principal amount of Certificates of Obligation of the City of Denton for General Government and Solid Waste projects; and providing an effective date.

Attachments:

[Exhibit 1. Agenda Information Sheet](#)

[Exhibit 2. Ordinance](#)

[Exhibit 3. Presentation](#)

- C. [PUB26-031](#) Consider recommending adoption of an ordinance of the City of Denton, Texas directing the publication of Notice of Intention to issue \$243,000,000 in principal amount of Certificates of Obligation of the City of Denton for Waterworks and Wastewater System and Electric System projects; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance](#)
 [Exhibit 3 - Presentation](#)

- D. [PUB26-069](#) Management Reports
1. PUB26-041 Inquiry
 2. Future Agenda Items
 3. New Business Action Items

Attachments: [1. PUB26-041 Inquiry](#)
 [2. Future Agenda Items](#)
 [3. 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.

Following the completion of the Regular Meeting, the Public Utilities Board will convene in a Work Session at which the following items will be considered:

WORK SESSION

- A. [PUB26-071](#) Receive a report and hold a discussion regarding the quarterly project update from the Water Utilities Planning and Engineering division.

Attachments: [Exhibit 1: Agenda Information Sheet](#)
 [Exhibit 2: Presentation](#)

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 April 21, 2026 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: April 27, 2026

SUBJECT

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 Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in the not-to-exceed amount of \$434,596.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 – providing for an additional second amendment expenditure amount not-to-exceed \$601,448.00, with the total contract amount not-to-exceed \$1,181,092.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility

INFORMATION/BACKGROUND

Denton Municipal Electric (“DME”) has engaged Burns & McDonnell Engineering Company to provide enhancement and technical support services for Maximo (MAS Manage). This engagement encompasses supporting DME’s ongoing implementation of MAS Manage. The supplier resources will operate on behalf of DME to deliver technical assistance, including defect resolution, configuration management, testing, and migration support, to ensure the successful achievement of project objectives in collaboration with DME’s system implementation partner.

The Maximo Solution Architects and Consultants from the Supplier will deliver the following services:

- Develop solutions for assigned defects and enhancements, including capturing requirements, creating process flows, and preparing design documentation
- Develop and maintain project schedules for assigned defects and enhancements as required
- Perform comprehensive testing of fixes and enhancements in lower environments prior to production deployment
- Support business users in facilitating User Acceptance Testing (UAT) and ensure smooth validation of solutions
- Track, document, and resolve issues or change requests raised by business users during UAT and after go-live
- Assist in the preparation of training materials and provide user training as needed

- Draft detailed release documentation, including deployment procedures, for production rollout
- Support the deployment of the application and related infrastructure to the production environment
- Develop and maintain technical design and deployment documentation to reflect changes made
- Communicate any issues related to architecture, design, or technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or its System Implementation partner
- Coordinate with other project and technical leads to identify and manage cross-project dependencies and impacts
- Perform and support additional project-related tasks as required
- Manage cases with IBM regarding product issues and clarifications
- Provide regular status updates (weekly/monthly) to DME project stakeholders

The Supplier shall provide the specified services in accordance with the schedule detailed below, aligned with the overall project timeline. Below is a summary of the additional estimated hours and associated fees resulting from this change order.

Additional estimated hours and fees associated with this change order are summarized below.

Details	Price Estimate
Professional Services Total Fees	\$591,448
Total Expenses	\$10,000
Total Cost	\$601,448

The revised Contract Price is:

Details	Price Estimate
Original Contract Price (1,500 hours)	434,596.00
Total net amount of change Order 1 (T/M) (500 hours)	145,048.00
Total net amount of this Change Order (T/M) (1,840 hours)	601,448.00
Current Contract Price, including this Change Order 2 (3,840 hours)	1,181,092.00

DME's increased hours are necessary to support ongoing training sessions and the continued development of new application modules planned for calendar year 2026/2027.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On November 19, 2024, City Council approved a contract with Burns & McDonnell Engineering Company, Inc. in the not-to-exceed amount of \$434,596 (Ordinance 24-2217).

On September 30, 2025, City Council approved Amendment No. 1 with Burns & McDonnell Engineering Company, Inc., in the not-to-exceed amount of \$145,048, for a total not-to-exceed amount of \$579,644 (Ordinance 25-1690).

RECOMMENDATION

Award Amendment No. 2 with Burns & McDonnell Engineering Company, Inc., to provide additional project support services and Maximo support specialists for Denton Municipal Electric, in a not-to-exceed amount of \$601,448, for a total amended contract amount of \$1,181,092.

PRINCIPAL PLACE OF BUSINESS

Burns & McDonnell Engineering Company, Inc.
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval, with an estimated completion date by September 2027.

FISCAL INFORMATION

These services will be funded from DME Work Management System account 605267500.1365.3980. Purchase Order #209207 will be amended in the Purchasing software system in the amount of \$601,448. The budgeted amount for this item is \$1,181,092.

EXHIBITS

Exhibit 1: Agenda Information Sheet

Exhibit 2: Original Ordinance, Contract, Ordinance, and Amendment 1

Exhibit 3: Ordinance and Amendment 2

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

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 24-2217

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

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

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

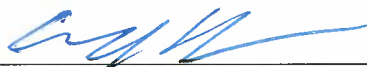
SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

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

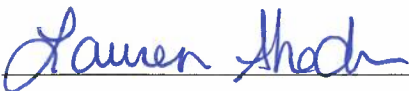
The motion to approve this ordinance was made by Joe Holland and seconded by Brian Beck. This ordinance was passed and approved by the following vote [4 - 3]:

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

PASSED AND APPROVED this the 19th day of November, 2024.


GERARD HUDSPETH, MAYOR

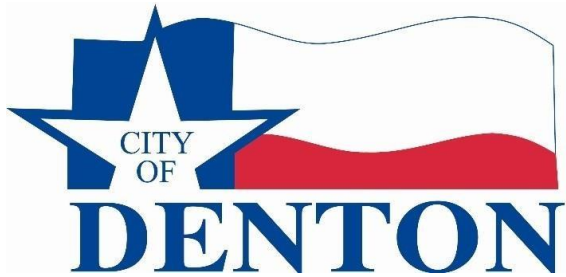
ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 





Docusign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Support Specialist
Purchasing Contact	Christa Christian
City Council Target Date	NOVEMBER 19, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-2217

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

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

SECTION 1
Scope of Services

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

SECTION 2
Compensation and Term of Agreement

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

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4
Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

care of a competent engineer.

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

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

SECTION 5

Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas

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

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

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

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

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

Q. Certificate of Interested Parties Electronic Filing

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

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

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

The contractor shall:

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

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

O. Prohibition Against Personal Interest In Contracts

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

P. Agreement Documents

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

this AGREEMENT:

Attachment A – Statement of Work

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

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

Duly executed by each party's designated representative to be effective on 11/19/2024.

Burns & McDonnell Engineering Company Inc.

DocuSigned by:
BY: Robb Montgomery
1D30F8C959F94AB
AUTHORIZED SIGNATURE

Printed Name: Robb Montgomery

Title: Director

913-484-3535
PHONE NUMBER

robb.montgomery@1898andco.com
EMAIL ADDRESS

2024- 1149980
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY:

DocuSigned by:

Sara Hensley

5236DB296270423...

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY:

DocuSigned by:

Lauren Thoden

D09D09CAD33D487...

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 E3760944C2BF4B5...	Antonio Puente
SIGNATURE	PRINTED NAME

DME General Manager
TITLE
Electric
DEPARTMENT



ENTERPRISE WORK AND ASSET MANAGEMENT TECHNICAL SUPPORT SERVICES

FOR DENTON MUNICIPAL ELECTRIC

STATEMENT OF WORK

October 10, 2024

CONTENTS

1.0 Overview and Scope Activities 1-1

 1.1 Background 1-1

 1.2 Services Term 1-1

 1.3 Service to be Provided 1-1

 1.3.1 Role Details 1-1

2.0 Assumptions 2-2

3.0 Team Structure 3-4

4.0 Maintenance and Support 4-1

5.0 Escalation Process 5-2

6.0 Change Management.....6-3

7.0 Budget and Payment Terms.....7-1

8.0 Contact Information 8-2

9.0 Terms Error! Bookmark not defined.

10.0 Authorization 9-1

FIGURES

Figure 1. Project Team Structure 3-4

1.0 Overview and Scope Activities

1.1 Background

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

1.2 Services Term

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

1.3 Service to be Provided

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

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

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

1.3.1 Role Details

Maximo Solution Architect(s) (SA)

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

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

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

2.0 Assumptions

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

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

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

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

3.0 Team Structure

The project team structure is illustrated below:

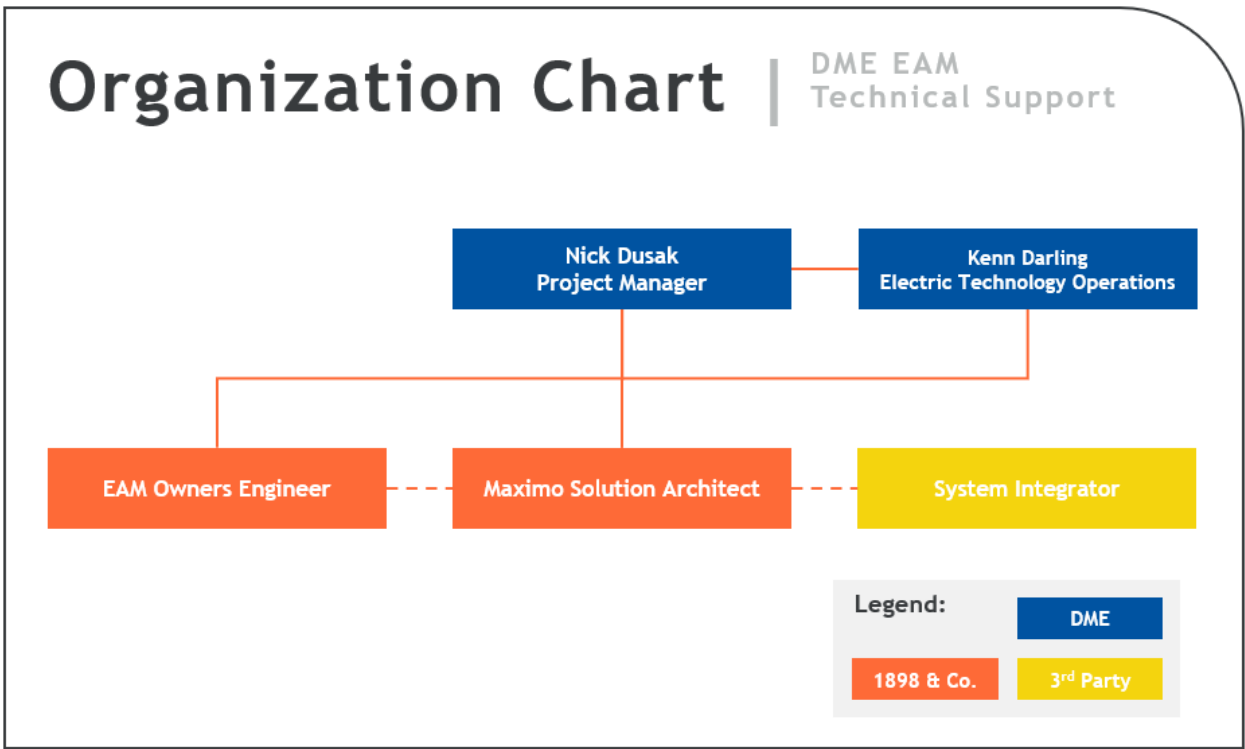


Figure 1. Project Team Structure

4.0 Maintenance and Support

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

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

Incident / Problem Management

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

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

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

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

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

5.0 Escalation Process

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

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

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

6.0 Change Management

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

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

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

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

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

7.0 Budget and Payment Terms

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

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

Work hours will be charged using the following rate classification:

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

Position Classification	Hourly Billing Rate
Project Support ^{*, 2}	\$137.00
Analyst	\$217.00
Lead Analyst	\$234.00
Consultant	\$289.00
Manager/Senior Consultant	\$307.00
Director / Senior Manager ³	\$372.00
Managing Director	\$390.00
Principal Consultant	\$427.00

NOTES:

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

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

8.0 Contact Information

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

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

9.0 Authorization

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

Client/Accepted and Agreed:

Denton Municipal Electric

DocuSigned by:
Sara Hensley
By: 5236DB296270423...
Printed Name: Sara Hensley
Title: City Manager
Date: 11/20/2024

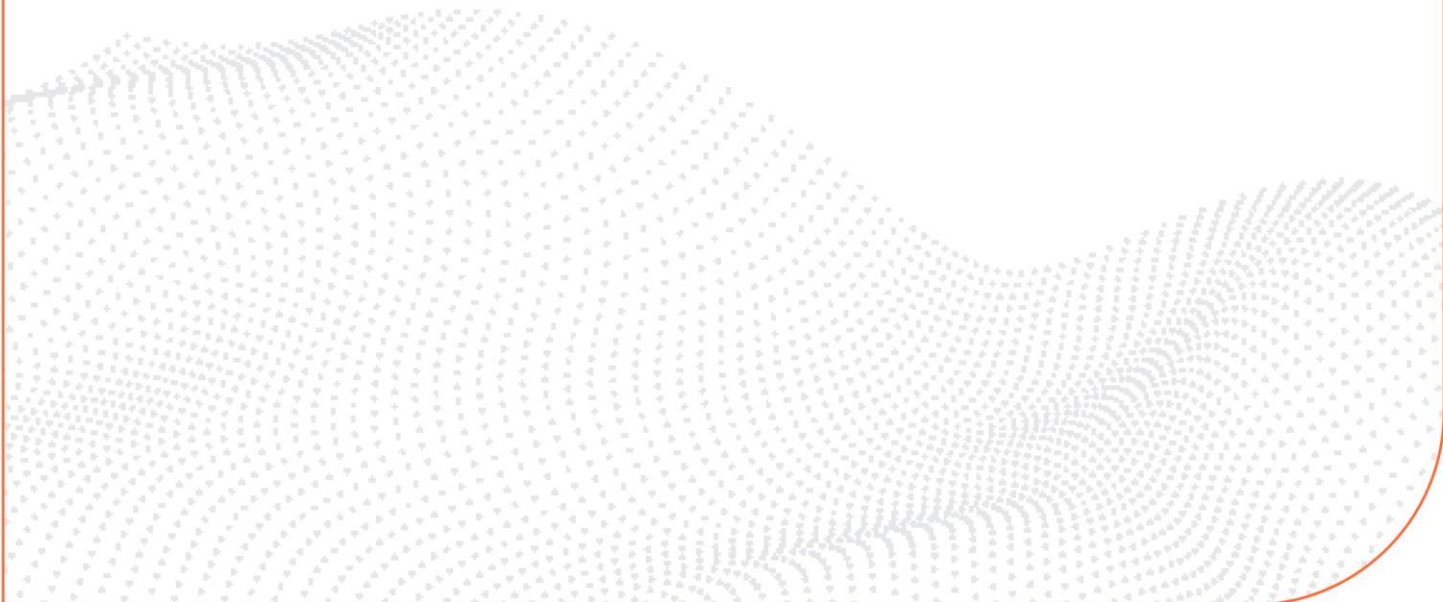
Supplier/Accepted and Agreed:

Burns & McDonnell Engineering Company, Inc.

DocuSigned by:
Robb Montgomery
By: 1D20F5C9DDF04AD...
Printed Name: Robert Montgomery
Title: Director
Date: October 10th, 2024



1898andco.com



Certificate Of Completion

Envelope Id: C1E888BD61774E52A38E15AF60252EBA

Status: Completed

Subject: Please DocuSign: City Council Contract 7804-015 Maximo Support Specialist

Source Envelope:

Document Pages: 33

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

10/10/2024 3:54:10 PM

Christa.Christian@cityofdenton.com

Signer Events**Signature****Timestamp**

Christa Christian

Completed

Sent: 10/10/2024 4:35:12 PM

christa.christian@cityofdenton.com

Viewed: 10/10/2024 4:35:21 PM

Purchasing Supervisor

Signed: 10/10/2024 4:35:27 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lori Hewell



Sent: 10/10/2024 4:35:31 PM

lori.hewell@cityofdenton.com

Viewed: 10/10/2024 6:58:47 PM

Purchasing Manager

Signed: 10/11/2024 10:10:37 AM

City of Denton

Signature Adoption: Pre-selected Style

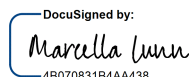
Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 10/11/2024 10:10:39 AM

marcella.lunn@cityofdenton.com

Viewed: 10/11/2024 10:17:25 AM

Senior Deputy City Attorney

Signed: 10/14/2024 9:16:35 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robb Montgomery



Sent: 10/14/2024 9:16:38 AM

robb.montgomery@1898andco.com

Viewed: 10/14/2024 10:39:21 AM

Director

Signed: 10/17/2024 9:49:14 AM

Security Level: Email, Account Authentication
(None)

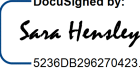
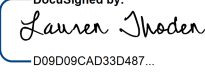
Signature Adoption: Pre-selected Style

Using IP Address: 45.22.105.57

Electronic Record and Signature Disclosure:

Accepted: 9/7/2022 9:49:52 AM

ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/17/2024 9:51:46 AM ID: 0f4b027d-80c7-489e-b626-03f1bd6b7562	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/17/2024 9:49:17 AM Viewed: 10/17/2024 9:51:46 AM Signed: 10/17/2024 10:40:46 AM
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	Completed Using IP Address: 198.49.140.10	Sent: 10/17/2024 10:40:49 AM Viewed: 10/17/2024 6:21:31 PM Signed: 11/20/2024 9:56:56 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/20/2024 9:56:59 AM Viewed: 11/20/2024 11:58:28 AM Signed: 11/20/2024 11:58:35 AM
Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  D09D09CAD33D487... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/20/2024 11:58:38 AM Viewed: 11/20/2024 2:14:37 PM Signed: 11/20/2024 2:26:32 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2024 4:35:30 PM Viewed: 10/10/2024 7:26:55 PM

Carbon Copy Events	Status	Timestamp
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: 10/17/2024 10:40:49 AM Viewed: 10/17/2024 3:18:00 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/20/2024 2:26:35 PM
Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/1/2024 1:09:08 PM ID: 4211468d-fbbd-4409-80f0-53fd44d07a70	COPIED	Sent: 11/20/2024 2:26:37 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2024 4:35:12 PM
Certified Delivered	Security Checked	11/20/2024 2:14:37 PM
Signing Complete	Security Checked	11/20/2024 2:26:32 PM
Completed	Security Checked	11/20/2024 2:26:37 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, US 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.

ORDINANCE NO. 25-1690

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND BURNS & MCDONNELL ENGINEERING COMPANY, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 19, 2024, IN THE NOT-TO-EXCEED AMOUNT \$434,596.00, SAID FIRST AMENDMENT TO PROVIDE PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$145,048.00, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$579,644.00).

WHEREAS, on November 19, 2024, City Council awarded a contract to Burns & McDonnell Engineering Company, Inc. in the amount of \$434,596.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

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

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees 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 First Amendment, increasing the amount of the contract between the City and Burns & McDonnell Engineering Company, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Forty-Five Thousand Forty-Eight and 0/100 (\$145,048.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$579,644.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>X</u>	_____	_____	_____
Vicki Byrd, District 1:	<u>X</u>	_____	_____	_____
Brian Beck, District 2:	<u>X</u>	_____	_____	_____
Suzi Rumohr, District 3:	<u>X</u>	_____	_____	_____
Joe Holland, District 4:	<u>X</u>	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	<u>X</u>	_____	_____	_____
Jill Jester, At Large Place 6:	<u>X</u>	_____	_____	_____

PASSED AND APPROVED this the 30th day of September, 2025.



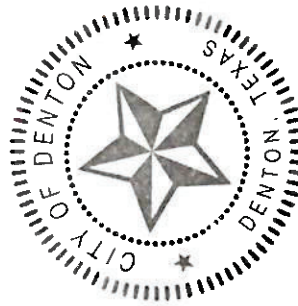
 GERARD HUDSPETH, MAYOR

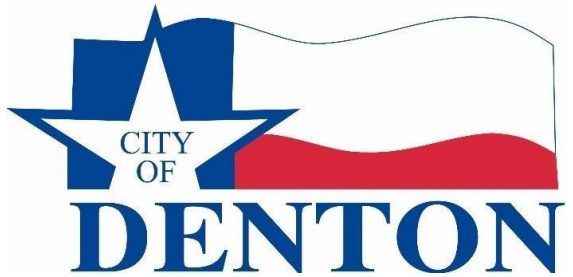
ATTEST:
 INGRID REX, INTERIM CITY SECRETARY

BY: Ingrid Rex

APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn





Docusign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Support Specialist, Amendment 1
Purchasing Contact	Christa Christian
City Council Target Date	SEPTEMBER 30, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-1690

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BURNS & MCDONNELL ENGINEERING COMPANY, INC.,
PSA 7804-015**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7804-015 (“Amendment”) by and between the City of Denton, Texas (“City”) and BURNS & MCDONNELL ENGINEERING COMPANY, INC., (“Engineer”); to that certain contract executed on November 19, 2024, in the original not-to-exceed amount of \$434,596 (the “Agreement”); for services related to Project Support Services - Maximo Support Specialist.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$145,048.00 with this Amendment for an aggregate not-to-exceed amount of \$579,644.00 and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Project Support Services - Maximo Support Specialist are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, attached hereto and incorporated herein for all purposes a total fee, including reimbursement for non-labor expenses an amount not to exceed \$145,048.00.
2. This Amendment modifies the Agreement amount to provide an additional \$145,048 for the additional services with a revised aggregate not to exceed total of \$579,644.00.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 09/30/2025.

“City”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: 
5236DB296270423...
AUTHORIZED SIGNOR, TITLE

“Engineer”

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

By: 
1D20F5C9DDF04AD...
AUTHORIZED SIGNOR, TITLE

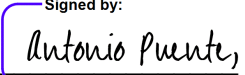
ATTEST:

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: 
F116805422D0464...
Ingrid Rex Deputy City Secretary

By: 
4B070831B4AA438...
Mack Reinwand, City Attorney

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


E3760944C2BF54B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

EXHIBIT A



Change Order 01

Maximo Support Specialist Project Support Services

Submitted To: Denton Municipal Electric

Date: May 20th, 2025

Submitted by

Robb Montgomery

Director - 1898 & Co.

Phone Number: 1 (816) 708-6119

E-mail: robb.montgomery@1898andco.com

Submitted to

Denton Municipal Electric

Procurement Contact: Monica Salcedo

Phone Number

E-mail: monica.salcedo@cityofdenton.com



CHANGE ORDER NO. 7804-015-01

For Contract between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Project Name: 7804-015 Maximo Support Specialist - Project Support Services

BMCD Project No.: 178019

Client: CITY OF DENTON, TX

Contract: 7804-015

PO: 209207

The below noted modification(s) to subject Contract are directed by CITY OF DENTON, TEXAS and accepted by Burns & McDonnell (Supplier) (any applicable attachments are specifically identified):

This Change Order between CITY OF DENTON, TEXAS and Burns & McDonnell reflects mutually agreed changes made to the project scope and term.

The following scope of services has been mutually agreed to between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Denton Municipal Electric ("DME") has requested 1898 & Co. to perform enhancements and provide technical support services for Maximo (MAS Manage). This involves supporting the DME's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of DME to provide technical support, including defect remediation, configuration, testing, and migrations to help DME and its system implementation partner achieve the project objectives.

Supplier Maximo Solution Architects and Maximo Consultants will provide the following services:

- Develop solutions for assigned defects and enhancements, including requirements, process flows and design documents
- Prepare schedule for assigned defects and enhancements, as required
- Thoroughly test fixes & enhancements in lower environments prior to migrating to production
- Support business users to facilitate UAT testing of the solution
- Track and address issues raised, or changes requested by business users during UAT or post-production, and resolve them
- Assist with training material preparation and training users as required
- Prepare a release document with detailed deployment steps for production deployment
- Support the deployment of the solution (application and infrastructure) to the production environment
- Develop and maintain the technical design and deployment documents as per the changes
- Communicate issues related to architecture, design and technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or System Implementation partner
- Coordinating with other project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately



- Perform and support other project-related tasks as required by the project
- Open and manage cases with IBM for product-related issues and clarifications
- Provide a weekly/monthly status report to DME project stakeholders

The Supplier will provide the above services per the schedule shown below. This schedule aligns with the current overall project schedule

Additional estimated hours and fees associated with this change order are summarized below.

Details	Price Estimate
Professional Services Total Fees	\$145,048
Total Expenses	\$0
Total Cost	\$145,048

Professional services hours will be charged using the following rate classifications:

Scope	Role	Hourly Rate	Estimated Hours	Estimated Project Fees
System Integration Services	Senior EAM Solution Architect	\$289	500	\$144,500
System Integration Services	Project Support	\$137	4	\$548
Total				\$145,048

The revised Contract Price is:

Original Contract Price (1,500 hours)	\$	434,596.00
Total net amount of this Change Order (T/M) (500 hours).....	\$	145,048.00
Current Contract Price, including this Change Order (2,000 hours).....	\$	579,644.00

The overall Project Schedule will not be impacted as a result of this change order.

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Term

There is no change in the project dates. This change order follows the term of the original contract.



Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Change Order 1 in the space provided below.

Client/Accepted and Agreed:
Denton Municipal Electric

By: _____

Printed Name: _____

Title: _____

Date: _____

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

By: _____

Printed Name: Robert Montgomery

Title: Director

Date: May 20th, 2025

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.

BURNS & MCDONNELL ENGINEERING COMPANY, 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:

Robb Montgomery

8/25/2025

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. 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: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

Status: Completed

Subject: Please DocuSign: City Council Contract 7804-015 - Maximo Support Specialist, Amendment 1

Source Envelope:

Document Pages: 9

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

8/20/2025 11:17:49 AM

Christa.Christian@cityofdenton.com

Signer Events

Signature

Timestamp

Christa Christian

Completed

Sent: 8/20/2025 11:54:19 AM

christa.christian@cityofdenton.com

Viewed: 8/20/2025 11:54:31 AM

Purchasing Supervisor

Signed: 8/20/2025 11:54:46 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 8/20/2025 11:54:48 AM

lori.hewell@cityofdenton.com

Viewed: 8/21/2025 8:23:09 AM

Purchasing Manager

Signed: 8/21/2025 8:23:38 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 8/21/2025 8:23:41 AM

marcella.lunn@cityofdenton.com

Viewed: 8/22/2025 5:43:00 PM

Senior Deputy City Attorney

Signed: 8/22/2025 5:44:05 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robb Montgomery

DocuSigned by:
Robb Montgomery
1D20F5C9DDF04AD...

Sent: 8/22/2025 5:44:08 PM

robb.montgomery@1898andco.com

Viewed: 8/25/2025 11:05:19 AM

Director

Signed: 8/25/2025 11:07:56 AM

Security Level: Email, Account Authentication
(None)

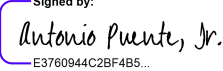
Signature Adoption: Pre-selected Style

Using IP Address: 45.22.105.57

Electronic Record and Signature Disclosure:

Accepted: 9/7/2022 9:49:52 AM

ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None)	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100d:b00a:c5c2:cb5:7c9:8c95:793 Signed using mobile	Sent: 8/25/2025 11:07:59 AM Viewed: 8/25/2025 11:23:15 AM Signed: 8/25/2025 11:23:39 AM
Electronic Record and Signature Disclosure: Accepted: 8/25/2025 11:23:15 AM ID: 2c710bfa-15d7-455f-9276-554c2b45f7fc		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.10	Sent: 8/25/2025 11:23:41 AM Viewed: 10/1/2025 9:21:03 AM Signed: 10/1/2025 9:21:18 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by:  5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/1/2025 9:21:21 AM Viewed: 10/1/2025 9:45:44 AM Signed: 10/1/2025 9:46:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Deputy City Secretary Security Level: Email, Account Authentication (None)	Signed by:  F116805422D0464... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/1/2025 9:46:16 AM Viewed: 10/1/2025 8:06:23 PM Signed: 10/1/2025 8:06:53 PM
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)	COPIED	Sent: 8/20/2025 11:54:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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: 8/25/2025 11:23:42 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/1/2025 8:06:55 PM
Jerry Looper jerry.looper@cityofdenton.com Exe Manager System Operations/Compliance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/30/2025 8:25:25 AM ID: 08261530-2fa0-4ee3-8cc8-70b76ce18231	COPIED	Sent: 10/1/2025 8:06:56 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/20/2025 11:54:19 AM
Certified Delivered	Security Checked	10/1/2025 8:06:23 PM
Signing Complete	Security Checked	10/1/2025 8:06:53 PM
Completed	Security Checked	10/1/2025 8:06:56 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, US 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.

ORDINANCE NO. _____

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 BURNS & MCDONNELL ENGINEERING COMPANY, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 19, 2024, IN THE NOT-TO-EXCEED AMOUNT OF \$434,596.00; AMENDED BY AMENDMENT 1 APPROVED BY CITY COUNCIL; SAID SECOND AMENDMENT TO PROVIDE ADDITIONAL PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$601,448.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,181,092.00).

WHEREAS, on November 19, 2024, by Ordinance No. 24-2217, the City awarded a contract to Burns & McDonnell Engineering Company, Inc., in the amount of \$434,596.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

WHEREAS, on September 30, 2025, City Council awarded a First Amendment to Burns & McDonnell Engineering Company, Inc., in the amount of \$145,048.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

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

WHEREAS, the additional fees under the proposed Second Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees 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 Second Amendment, increasing the amount of the contract between the City and Burns & McDonnell Engineering Company, Inc., which is on file in the office of the Purchasing Agent, in the amount of Six Hundred One Thousand Four Hundred Forty-Eight and 0/100 (\$601,448.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to \$1,181,092.00.

SECTION 2. 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 _____, 2026.

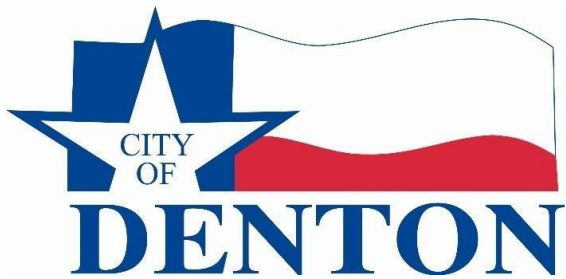
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Specialist, Amendment 2
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BURNS & MCDONNELL ENGINEERING COMPANY, INC.,
PSA 7804-015**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7804-015 (“Amendment”) by and between the City of Denton, Texas (“City”) and BURNS & MCDONNELL ENGINEERING COMPANY, INC., (“Engineer”); to that certain contract executed on November 19, 2024, in the original not-to-exceed amount of \$434,596 (the “Original Agreement”); amended on September 30, 2025 in the additional amount of \$145,048 aggregating a not-to-exceed amount of \$579,644.00 (the “First Amendment”) (Collectively, the Original Agreement and the First Amendment are the “Agreement”); for services related to Project Support Services - Maximo Support Specialist.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$601,448.00 with this Amendment for an aggregate not-to-exceed amount of \$1,181,092.00 and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Project Support Services - Maximo Support Specialist are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$601,448.00.
2. This Amendment modifies the Agreement amount to provide an additional \$601,448 for the additional services with a revised aggregate not to exceed total of \$1,181,092.00.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“City”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

CASSEY OGDEN, INTERIM CITY
MANAGER

ATTEST:

By: _____

“Engineer”

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

By: Signed by:
Ben Frenich
3EA6D29B9B3749A...

AUTHORIZED SIGNOR, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Signed by:
Leah Bush
3A0254145BDA409...

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

Signed by:
Antonio Puente, Jr. Antonio Puente, Jr.
E3760944C2BE495...
SIGNATURE PRINTED NAME

DME General Manager
TITLE
Electric
DEPARTMENT

EXHIBIT A



Change Order 02

Maximo Support Specialist Project Support Services

Submitted To: Denton Municipal Electric

Date: December 22th, 2025

Submitted by

Robb Montgomery

Director - 1898 & Co.

Phone Number: 1 (816) 708-6119

E-mail: robb.montgomery@1898andco.com

Submitted to

Denton Municipal Electric

Procurement Contact: Monica Salcedo

Phone Number

E-mail: monica.salcedo@cityofdenton.com



CHANGE ORDER NO. 7804-015-02

For Contract between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Project Name: 7804-015 Maximo Support Specialist - Project Support Services

BMcD Project No.: 178019

Client: CITY OF DENTON, TX

Contract: 7804-015

PO: 209207

The below noted modification(s) to subject Contract are directed by CITY OF DENTON, TEXAS and accepted by Burns & McDonnell (Supplier) (any applicable attachments are specifically identified):

This Change Order between CITY OF DENTON, TEXAS and Burns & McDonnell reflects mutually agreed changes made to the project scope and term.

The following scope of services has been mutually agreed to between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Denton Municipal Electric ("DME") has requested 1898 & Co. to perform enhancements and provide technical support services for Maximo (MAS Manage). This involves supporting the DME's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of DME to provide technical support, including defect remediation, configuration, testing, and migrations to help DME and its system implementation partner achieve the project objectives.

Supplier Maximo Solution Architects and Maximo Consultants will provide the following services:

- Develop solutions for assigned defects and enhancements, including requirements, process flows and design documents
- Prepare schedule for assigned defects and enhancements, as required
- Thoroughly test fixes & enhancements in lower environments prior to migrating to production
- Support business users to facilitate UAT testing of the solution
- Track and address issues raised, or changes requested by business users during UAT or post-production, and resolve them
- Assist with training material preparation and training users as required
- Prepare a release document with detailed deployment steps for production deployment
- Support the deployment of the solution (application and infrastructure) to the production environment
- Develop and maintain the technical design and deployment documents as per the changes
- Communicate issues related to architecture, design and technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or System Implementation partner
- Coordinating with other project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately



- Perform and support other project-related tasks as required by the project
- Open and manage cases with IBM for product-related issues and clarifications
- Provide a weekly/monthly status report to DME project stakeholders

The Supplier will provide the above services per the schedule shown below. This schedule aligns with the current overall project schedule

Additional estimated hours and fees associated with this change order are summarized below.

Details	Price Estimate
Professional Services Total Fees	\$591,448
Total Expenses	\$10,000
Total Cost	\$601,448

Professional services hours will be charged using the following rate classifications:

Name	Role	Rate Card Level	Hours	Rate	Total
Robb Montgomery	Program Director / Delivery Lead	Director	88	\$ 412	\$ 36,256
Ganesh Murai	Sr. Solution Architect	Consultant	1,040	\$ 318	\$ 330,720
Barry Palakodety	Sr. Solution Architect	Consultant	700	\$ 318	\$ 222,600
Kathi Wiseman	Analyst	Project Support	12	\$ 156	\$ 1,872
				Subtotal	\$ 591,448
				Estimated Expenses	\$ 10,000
				Total Project Fees and Expenses	\$ 601,448

The revised Contract Price is:

Original Contract Price (1,500 hours)	\$ 434,596.00
Total net amount of change Order 1 (T/M) (500 hours)	\$ 145,048.00
Total net amount of this Change Order (T/M) (1,840 hours)	\$ 601,448.00
Current Contract Price, including this Change Order 2 (3,840 hours)	\$ 1,181,092.00

The overall Project Schedule will not be impacted as a result of this change order.

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Term



Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Change Order 2 in the space provided below.

Client/Accepted and Agreed:
Denton Municipal Electric

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Signed by:
By: Ben Frenichs
3EA6D29B9B3749A...

Printed Name: Robert Montgomery

Title: Director

Date: 4/2/2026

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.

BURNS & MCDONNELL ENGINEERING COMPANY, 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 relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

5 Signed by:

Ben Frenckus

4/2/2026

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: FAD90F82-E786-416A-BC03-100F4E11C13F

Subject: Please DocuSign: City Council Contract 7804-015 Maximo Specialist, Amendment 2

Source Envelope:

Document Pages: 9

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Christa Christian

901B Texas Street

Denton, TX 76209

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

3/26/2026 3:11:27 PM

Holder: Christa Christian

Christa.Christian@cityofdenton.com

Location: DocuSign

Signer Events

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

Signature

Completed

Using IP Address: 198.49.140.104

Timestamp

Sent: 3/26/2026 3:17:21 PM

Viewed: 3/26/2026 3:21:45 PM

Signed: 3/26/2026 3:22:07 PM

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

Initial

lt

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 3/26/2026 3:22:10 PM

Viewed: 3/26/2026 3:26:35 PM

Signed: 3/26/2026 3:27:02 PM

Leah Bush

leah.bush@cityofdenton.com

Assistant City Attorney

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signed by:

Leah Bush

3A6254145BDA469...

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 3/26/2026 3:27:05 PM

Viewed: 3/30/2026 9:44:28 AM

Signed: 3/30/2026 10:55:10 AM

Ben Frerichs

ben.frerichs@1898andco.com

Vice President

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 4/2/2026 7:03:14 AM

ID: 881480a7-b66a-4391-a861-2d4eab74bdf4

Signed by:

Ben Frerichs

3EA6D29B9B3749A...

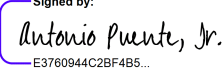
Signature Adoption: Pre-selected Style

Using IP Address: 141.193.16.157

Sent: 3/30/2026 10:55:13 AM

Viewed: 4/2/2026 7:03:14 AM

Signed: 4/2/2026 7:04:43 AM

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: 4/2/2026 8:29:08 AM ID: 4c89ca66-7485-4b5a-adb7-7efc4e328460	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b2af:975c:1ce6:bed9:d8b2:c023 Signed using mobile	Sent: 4/2/2026 7:04:46 AM Viewed: 4/2/2026 8:29:08 AM Signed: 4/2/2026 8:29:26 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: 4/2/2026 8:29:29 AM
Cassey Ogden Cassey.Ogden@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: 3/26/2026 3:22:10 PM
Robb Montgomery robb.montgomery@1898andco.com Director Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/30/2026 10:55:13 AM Viewed: 3/30/2026 10:56:15 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 9/7/2022 9:49:52 AM ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/2/2026 8:29:29 AM Viewed: 4/2/2026 8:56:49 AM
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		
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/31/2026 7:25:37 AM ID: ecd65beb-83e8-4ae5-a578-f2f89d36b3e9		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2026 3:17:21 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, US 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: April 27, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Anixter Inc., amending the contract approved by City Council on March 21, 2023, in the not-to-exceed amount of \$1,125,000.00; said first amendment to continue to supply concrete streetlight and aggregate poles for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8191 – providing for an additional first amendment expenditure amount not-to-exceed \$281,250.00, with the total contract amount not-to-exceed \$1,406,250.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

This increase for Anixter Inc. is needed to provide restoration of and service to customers and is based on current supply chain issues being experienced across the electric utility industry and Denton Municipal Electric (DME).

Denton's current inventory of concrete poles is at levels reserved for normal, daily electric service operational responsibilities and emergency response. For new construction, DME prioritizes concrete streetlight and aggregate poles on a first-come, first-served basis for customers and developers who have inspections and permits complete. DME has forty projects designed and released to construction or ready to be released for construction. DME has another 128 projects currently in the design phase. When contract 8191 was created, the new standard utilized for concrete poles on Hunter ranch was not created. This caused more purchases in the last fiscal year than originally expected.

Project Description	Estimated Expenditure
Original Contract	\$1,125,000.00
Amendment 1 – NTE Increase	281,250.00
Total	\$1,406,250.00

Approval of this increase, with a one-time not-to-exceed increase of \$281,250, allows DME to better position its utility concrete pole inventory for service and minimize the growing backlog of utility concrete pole orders. DME is preparing to present a new solicitation to the Solicitation Review Committee (SRC) in

June. Following SRC approval, this initiative will proceed through the standard procurement cycle, which is expected to take approximately four (4) to six (6) months from SRC review to contract award.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 23, 2021, City Council approved the contract with Anixter Inc. (Ordinance 23-589).

RECOMMENDATION

Award Amendment No. 1 with Anixter Inc., to continue the supply of concrete streetlights and aggregate poles for Denton Municipal Electric, in a not-to-exceed amount of \$281,250, for a total amended contract amount of \$1,406,250.

PRINCIPAL PLACE OF BUSINESS

Anixter Inc.
Denton, TX

ESTIMATED SCHEDULE OF PROJECT

This contract will expire on March 21, 2028.

FISCAL INFORMATION

These items are funded out of the Distribution Center Capital Budget account 800100.6801. Requisitions will be entered on an as-needed basis. The total amendment amount of this contract is \$1,406,250.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance and Contract
Exhibit 3: Ordinance and Amendment 1

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

For information concerning this acquisition, contact: Randy Key, 940-349-7665.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 23-589

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ANIXTER INC., FOR CONCRETE STREET LIGHTS AND CONCRETE AGGREGATE POLES FOR THE DENTON MUNICIPAL ELECTRIC DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8191 – AWARDED TO ANIXTER INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEARS NOT-TO-EXCEED AMOUNT OF \$1,125,000.00).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the “Bid Proposals” submitted therefore; 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 following competitive bids for the materials, equipment, supplies, or services as described in the “Bid Invitations”, “Bid Proposals”, or plans and specifications on file in the Office of the City’s Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

<u>BID NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8191	Anixter Inc.	\$1,125,000.00

SECTION 2. That the acceptance and approval of the above competitive bids shall not constitute a contract between the City and the person submitting the bid 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 Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City

Manager, or their designated representative, is hereby authorized to execute a 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 Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

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 Jesse Davis and seconded by Chris Watts. This ordinance was passed and approved by the following vote [5 - 0]:

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

PASSED AND APPROVED this the 21st day of March, 2023.


GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

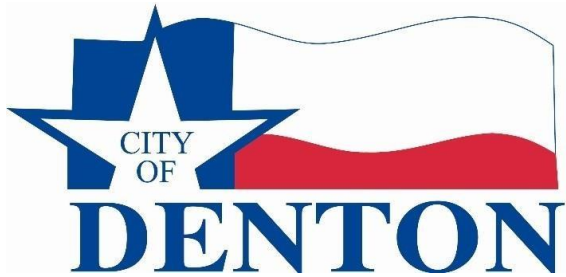
BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityofde
nton.com, c=US
Date: 2023.03.01 16:08:39
-06'00'





Docusign City Council Transmittal Coversheet

IFB	8191
File Name	Concrete Poles
Purchasing Contact	Christa Christian
City Council Target Date	MARCH 21, 2023
Piggy Back Option	Yes
Contract Expiration	MARCH 21, 2028
Ordinance	23-589

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND ANIXTER INC.
(Contract #8191)**

THIS CONTRACT is made and entered into this date 03/21/2023, by and between ANIXTER INC., a Delaware Corporation whose address is 1550 N. Western Blvd., STE 160, Denton, Texas 76207, 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 his duly authorized designee.

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

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City's IFB # 8191 – Concrete Poles, 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 IFB 8191 – Concrete Poles **(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. **(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 agreement, 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 agreement.*** 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 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott

energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, 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 agreement.*** 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 agreement, 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 the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

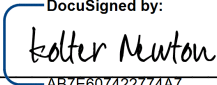
Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and 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 agreement in the year and day first above written.

CONTRACTOR

BY: 
AB7E607422774A7...
AUTHORIZED SIGNATURE

Printed Name: Kolter Newton

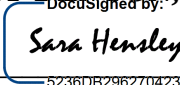
Title: ISR

806-678-5008
PHONE NUMBER

KNewton@wescodist.com
EMAIL ADDRESS

2023 - 987683
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

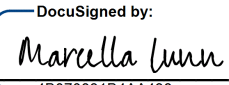
CITY OF DENTON, TEXAS

BY: 
5236DB296270423...
SARA HENSLEY, CITY MANAGER

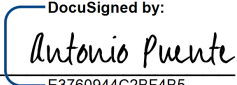
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 
4B070831B4AA438...

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

 Antonio Puente
E3760944C2BF4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E 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.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

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

4. Contract Terms

The contract term will be three (3) years, effective from date of award. The City and the Contractor 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 Contractor'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.

5. Price Escalation and De-escalation

On Contractor'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 Contractor 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.

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.

6. Total Contract Amount

The contract total shall not exceed \$1,125,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

35' poles – 14-18 weeks after receipt of order/approval drawings

20' poles – 18-20 weeks after receipt of order/approval drawings

8. 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.

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 or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. 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, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 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, this Contract shall be effective as of the date the 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 Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and 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.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the 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 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.

9. PLACE AND CONDITION OF WORK: 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

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 while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or 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, on the job.

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 on the job, 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.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: 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 Respondent 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 in duplicate 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, the purchase order or delivery 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.

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. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

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, 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 the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due 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 damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with 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 that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or 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 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 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 nor removal fees 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 terms. 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 Contractor 8191

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 15th 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 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 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 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. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the 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. 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 in a DBE/MBE/WBE agreed to 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, 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 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 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 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 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.

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 Solicitation, 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.

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, the warranty period shall be at least one 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.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided 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.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. 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 Contract 8191

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 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: 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 24, (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.

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, 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 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.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause 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.

29. FRAUD: Fraudulent statements by the Contractor on any Offer 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 49. 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. 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.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:
City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.
- xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. 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.

34. 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.

35. 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.

36. NO WARRANTY BY CITY 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. 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 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.

37. 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 Agreement, 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.

38. 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

Contract 8191

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 38 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 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 38 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 37 above.

39. 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.

40. 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 required by law.

41. 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.

42. 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.

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

44. 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 his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure 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

Contract 8191

merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. 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 shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. 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. 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.

49. 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. 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 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.

50. 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.

51. 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.

52. 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
Veterans Day
Thanksgiving
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 his authorized designee.

53. 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.

54. 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, Contract 8191

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.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

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

56. 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.

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 Offeror 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 Contract 8191

Certificate".

57. 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 or rejection of the submittal does not affect this right.

58. 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.

59. 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).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent 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. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent 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 Respondent's omission or breach of this Section.

62. 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.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent 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 Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent 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.

65. 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.

66. 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.

67. RECORDS RETENTION: The Respondent 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 Respondent 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 Respondent shall grant access 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.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Contractor terms and conditions**

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.

Exhibit E

						WESCO Utility (WESCO Distribution, Inc) Anixter Inc.
						Total Price
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit
Product Proposal Pricing (PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION):						
1	POLE, CONCRETE 35 FT. STREETLIGHT Pole (Smooth WHITE Finish)	Lonestar Prestress	351101	125	EA	\$862.50
2	POLE, EXPOSED AGGREGATE 20 FT. TYPE I, Waterford Series, Pre-stressed Concrete Street Light Pole	Lonestar Prestress	W20004-SJB	125	EA	\$898.60

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).

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.**Anixter, 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 ☒ **I have no Conflict of Interest to disclose.****5**
KOLTER NEWTON

Signature of vendor doing business with the governmental entity

2/15/2023

Date

Certificate Of Completion

Envelope Id: 4F8143FA64FC4BCA9C79DC1D81C20250

Status: Completed

Subject: Please DocuSign: City Council Contract 8191 Concrete Poles

Source Envelope:

Document Pages: 28

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Envelope Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

2/24/2023 10:26:59 AM

Christa.Christian@cityofdenton.com

Signer Events**Signature****Timestamp**

Christa Christian

Completed

Sent: 2/24/2023 10:32:28 AM

christa.christian@cityofdenton.com

Viewed: 2/24/2023 10:32:42 AM

Senior Buyer

Signed: 2/24/2023 10:32:48 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell



Sent: 2/24/2023 10:32:53 AM

lori.hewell@cityofdenton.com

Viewed: 2/24/2023 12:56:18 PM

Purchasing Manager

Signed: 2/24/2023 12:58:28 PM

City of Denton

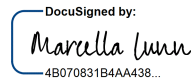
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 2/24/2023 12:58:34 PM

marcella.lunn@cityofdenton.com

Viewed: 2/24/2023 1:31:46 PM

Mack Reinwand City Attorney

Signed: 2/24/2023 1:36:04 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kolter Newton



Sent: 2/24/2023 1:36:10 PM

KNewton@wescodist.com

Viewed: 2/24/2023 2:05:16 PM

ISR

Signed: 2/24/2023 2:28:21 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.32.255

Electronic Record and Signature Disclosure:

Accepted: 2/24/2023 2:05:16 PM

ID: 3638814a-b7f8-4576-8698-1351354b861e

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	 DocuSigned by: Antonio Puente E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 2/24/2023 2:28:27 PM Viewed: 2/25/2023 5:59:32 PM Signed: 2/25/2023 5:59:48 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/25/2023 5:59:32 PM
 ID: 9f77dfb9-355a-4165-bf85-4e283c8dfd20

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

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

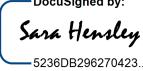
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 City Secretary
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 3/21/2023 4:01:21 PM
 ID: ebc9a77a-8934-4f86-883e-fba0b8351e89

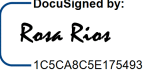
Completed

Using IP Address: 198.49.140.104



DocuSigned by:
Sara Hensley
5236DB296270423...

Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10



DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Sent: 2/25/2023 5:59:57 PM
 Viewed: 3/21/2023 3:32:53 PM
 Signed: 3/21/2023 3:33:06 PM

Sent: 3/21/2023 3:33:09 PM
 Viewed: 3/21/2023 3:35:25 PM
 Signed: 3/21/2023 3:35:31 PM

Sent: 3/21/2023 3:35:35 PM
 Viewed: 3/21/2023 4:01:21 PM
 Signed: 3/21/2023 4:01:45 PM

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)		Sent: 2/24/2023 10:32:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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: 2/25/2023 5:59:53 PM Viewed: 2/27/2023 8:04:02 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/21/2023 4:01:48 PM
Randall A. Key randy.key@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/21/2023 2:57:09 PM ID: 6708759c-78f4-449d-b608-cdab2b5e52f1	COPIED	Sent: 3/21/2023 4:01:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2023 10:32:28 AM
Certified Delivered	Security Checked	3/21/2023 4:01:21 PM
Signing Complete	Security Checked	3/21/2023 4:01:45 PM
Completed	Security Checked	3/21/2023 4:01:50 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, US 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND ANIXTER INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON MARCH 21, 2023, IN THE NOT-TO-EXCEED AMOUNT OF \$1,125,000.00; SAID FIRST AMENDMENT TO CONTINUE TO SUPPLY CONCRETE STREETLIGHT AND AGGREGATE POLES FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8191 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$281,250.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,406,250.00).

WHEREAS, on March 21, 2023, City Council awarded a contract to Anixter Inc. in the amount of \$1,125,000.00, for concrete street lights and concrete aggregate poles for Denton Municipal Electric Department; and

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

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees 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 First Amendment, increasing the amount of the contract between the City and Anixter Inc., which is on file in the office of the Purchasing Agent, in the amount of Two Hundred Eighty-One Thousand Two Hundred Fifty and 0/100 (\$281,250.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$1,406,250.00.

SECTION 2. 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 _____, 2026.

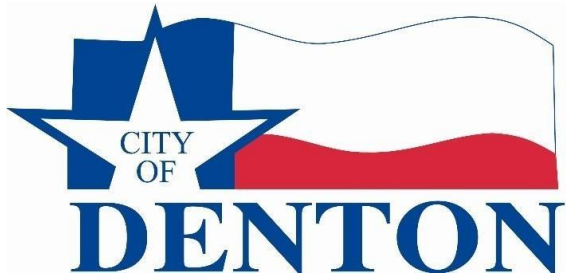
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

IFB	8191
File Name	Concrete street lights and concrete aggregate poles, NTE Amendment
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND ANIXTER INC.

THIS FIRST AMENDMENT TO CONTRACT 8191 (this “Amendment”) by and between the City of Denton, Texas (“City”) and ANIXTER INC. (“Contractor”) to that certain contract executed on March 21, 2023, in the original not-to-exceed amount of \$1,125,000 (the “Agreement”); for services related to the **supply concrete streetlight and aggregate poles for Denton Municipal Electric**.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount **\$281,250** with this First Amendment for an aggregate not-to-exceed amount of **\$1,406,250**; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

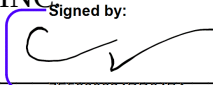
1. This Amendment modifies the Agreement amount to provide an additional \$281,250 for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of \$1,406,250.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

“CONTRACTOR”

ANIXTER INC

Signed by:
By:  SR SALES MANAGER
7F5680624DD64BA...
AUTHORIZED SIGNATURE, TITLE

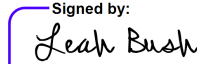
“CITY”

CITY OF DENTON, TEXAS

A Texas Municipal Corporation

By: _____

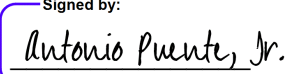
APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By:  _____
3A6254145BDA469...

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

Signed by:
 Antonio Puente, Jr.
F376094462BF485...
SIGNATURE PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

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.

Anixter Inc.

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

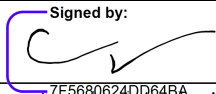
☐

No

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

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

5 Signed by:



4/8/2026

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. 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: 30D50045-1A8C-4551-A2FB-45E82DB62A46

Status: Sent

Subject: Please DocuSign: City Council Contract 8191 - Concrete Pole, NTE Increase

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

2/20/2026 1:48:43 PM

Christa.Christian@cityofdenton.com

Signer Events

Signature

Timestamp

Christa Christian

Completed

Sent: 2/27/2026 8:44:30 AM

Christa.Christian@cityofdenton.com

Viewed: 2/27/2026 8:44:40 AM

Purchasing Supervisor

Signed: 2/27/2026 8:44:49 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Initial

Sent: 2/27/2026 8:44:51 AM

lori.hewell@cityofdenton.com

Viewed: 2/27/2026 10:48:36 AM

Purchasing Manager

Signed: 2/27/2026 10:49:16 AM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:

3A6254145BDA469...

Sent: 2/27/2026 10:49:18 AM

leah.bush@cityofdenton.com

Resent: 3/4/2026 4:33:59 PM

Assistant City Attorney

Viewed: 3/9/2026 10:30:56 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

CHRISTIAN VALERO

Signed by:

7F5680624DD64BA...

Sent: 3/9/2026 10:38:53 AM

christian.valero@anixter.com

Resent: 3/18/2026 1:46:46 PM

SR SALES MANAGER

Resent: 3/23/2026 8:10:17 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address:

2600:1700:1470:9060:5cd6:561:6a26:3c10

Signed using mobile

Resent: 3/23/2026 11:03:04 AM

Resent: 3/30/2026 9:08:41 AM

Resent: 3/31/2026 10:26:51 AM

Resent: 4/7/2026 10:18:37 AM

Resent: 4/8/2026 11:53:58 AM

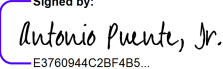
Viewed: 4/8/2026 12:29:05 PM

Signed: 4/8/2026 12:31:25 PM

Electronic Record and Signature Disclosure:

Accepted: 3/31/2026 10:29:04 AM

ID: 5057faa1-b448-4bbd-a460-6d0e90ae69d4

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None)	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/8/2026 12:31:28 PM Viewed: 4/8/2026 12:55:19 PM Signed: 4/8/2026 12:55:44 PM

Electronic Record and Signature Disclosure:
Accepted: 4/8/2026 12:55:19 PM
ID: 6cb2ec9a-91d2-4796-94ca-02cc6196a512

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

Sent: 4/8/2026 12:55:46 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Cassey Ogden
Cassandra.ogden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 4/8/2026 1:54:59 PM
ID: 340a475e-310b-4faa-9f53-7aa86cf19153

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)

COPIED

Sent: 2/27/2026 8:44:52 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Cassie Henault
Cassie.Henault@anixter.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/31/2026 12:17:45 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
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 City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Randy Key randy.key@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/8/2026 8:33:14 AM ID: 5519becf-d7bf-48cf-9717-6cd939122fdc	COPIED	Sent: 4/8/2026 12:55:46 PM Viewed: 4/9/2026 8:31:41 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2026 8:44:30 AM
Envelope Updated	Security Checked	3/6/2026 3:00:06 PM
Envelope Updated	Security Checked	3/6/2026 3:00:06 PM
Envelope Updated	Security Checked	3/23/2026 11:03:02 AM
Envelope Updated	Security Checked	3/23/2026 11:03:02 AM
Envelope Updated	Security Checked	3/31/2026 10:26:50 AM
Envelope Updated	Security Checked	3/31/2026 10:26:50 AM
Envelope Updated	Security Checked	3/31/2026 12:17:44 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, US 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 PUBLIC UTILITIES BOARD MINUTES
April 13, 2026

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, April 13, 2026, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Chair Devin Taylor, Robert Rayner, Susan Parker, Lee Riback

Also present: General Manager Antonio Puente, Jr. and First Assistant City Attorney Marcella Lunn

Absent: Aaron Newquist, Billy Cheek, Thomas Plock

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-G.

Board members pulled items D and G for individual consideration.

Board Member Parker moved to recommend adoption of agenda items 2 A-C, E-F. Motion seconded by Board Member Riback; motion carried.

YES (4): Chair Devin Taylor, Robert Rayner, Susan Parker, Lee Riback

NO (0):

- A. PUB26-040** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and J & B Five Point Construction, LLC, amending the contract approved by City Council on August 15, 2023, in the not-to-exceed amount of \$1,184,000.00; said first amendment to continue the construction of the DEC Bulk Storage Tank Addition for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8267 - providing for an additional first amendment expenditure amount not-to-exceed \$296,000.00, with the total contract amount not-to-exceed \$1,480,000.00).
- B. PUB26-042** 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 Trihedral Inc., for an HMI Software System for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8741 - awarded to Trihedral Inc., for five (5) years, with the option for five (5) additional one (1) year extensions, in the total ten (10) year not-to-exceed amount of \$886,000.00).

- C. PUB26-043** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive bids under IFB for the supply of reinforced concrete pipe, polypropylene pipe, precast box culverts, and related components for the Drainage Department; and providing an effective date (IFB 8884).
- D. PUB26-044** 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 Black & Veatch Corporation and C3 AcquisitionCO, LLC dba POWERx Inc., for relay commissioning services for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8901 - awarded to Black & Veatch Corporation and C3 AcquisitionCO, LLC dba POWERx 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 \$4,875,000.00).

Cain McDaniel answered questions from members of the board.

Board Member Riback moved to recommend adoption of agenda items 2 D. Motion seconded by Board Member Parker; motion carried.

YES (4): Chair Devin Taylor, Robert Rayner, Susan Parker, Lee Riback

NO (0):

The Public Utilities Board convened into closed session at 9:06 AM.

CLOSED MEETING

- A. PUB26-049** 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 containing public power information related to a Power Purchase Agreement between the City of Denton, as the seller of power and electric energy services, and Peterbilt Motors Company, a division of PACCAR Inc.; 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 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.

The Public Utilities Board reconvened at 9:26 AM from the closed session and no official action was taken.

- E. PUB26-046** 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 Storm Services Texas, LLC, to provide disaster recovery logistical services for Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8976 - Professional Services Agreement for logistical services awarded to Storm Services

Texas, 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 \$4,000,000.00).

- F. PUB26-047** 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 T&W Tire, L.L.C., for the purchase and repairs of wheels and tires for heavy-duty vehicles and equipment for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8988 - awarded to T&W Tire, L.L.C., 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 \$2,211,300.00).
- G. PUB26-048** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, approving a power purchase agreement between the City and Peterbilt Motors Company, a division of PACCAR Inc; and providing for an Effective Date.

Board Member Parker moved to recommend adoption of agenda items 2 G. Motion seconded by Board Member Riback; motion carried.

YES (4): Chair Devin Taylor, Robert Rayner, Susan Parker, Lee Riback

NO (0):

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. PUB26-050** Consider approval of the March 23, 2026 minutes.

Board Member Rayner moved to recommend adoption of agenda items 3 A. Motion seconded by Board Member Parker; motion carried.

YES (4): Chair Devin Taylor, Robert Rayner, Susan Parker, Lee Riback

NO (0):

- B. PUB26-041** 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 Badger Meter, Inc., for the Advanced Metering Infrastructure (AMI) Implementation Program for the Water Metering Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8623 - awarded to Badger Meter, Inc., for five (5) years, with the option for five (5) additional one (1) year extensions, in the total ten (10) year not-to-exceed amount of \$26,000,000.00).

Tiffany Sherrane gave a presentation and answered questions from the board.

Board Member Riback moved to recommend adoption of agenda items 3 B. Motion seconded by Board Member Parker; motion carried.

YES (4): Chair Devin Taylor, Robert Rayner, Susan Parker, Lee Riback

NO (0):

- C. PUB26-045** 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 Xylem Vue Inc. through the Sourcewell Cooperative Purchasing Network Contract No. 091724, for the Water Utility Monitoring and Analytics Project for the Water Utilities Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8931 - awarded to Xylem Vue Inc., in the five (5) year not-to-exceed amount of \$6,496,090.00).

David Brown gave a presentation and answered questions from the board.

Board Member Riback moved to recommend adoption of agenda items 3 C. Motion seconded by Board Member Parker; motion carried.

YES (4): Chair Devin Taylor, Robert Rayner, Susan Parker, Lee Riback

NO (0):

D. PUB26-039 Management Reports

1. Tree Line USA Recognition
2. Electric Rates Comparison
 - a. Chair Devin Taylor requested additional rate comparisons
3. Future Agenda Items
4. New Business Action Items

WORK SESSION

- A. PUB26-052** Receive a report, hold a discussion, and give staff direction on the City's financial policies.

Matt Hamilton gave a presentation and answered questions from the board. The board was supportive of the direction and proceeding.

4. CONCLUDING ITEMS

With no further business, the meeting was adjourned at 10:14 AM.

DEVIN TAYLOR
CHAIR
CITY OF DENTON, TEXAS

CASSIE BLACKBURN
ADMINISTRATION MANAGER
CITY OF DENTON, TEXAS

Minutes approved on: 4/27/26



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: April 27, 2026

SUBJECT

Consider recommending adoption of an ordinance directing the publication of Notice of Intention to issue \$82,000,000 in principal amount of Certificates of Obligation of the City of Denton for General Government and Solid Waste projects; and providing an effective date.

BACKGROUND

The Board's review of this item includes consideration of only Solid Waste capital projects.

This ordinance provides the Notice of Intention (NOI) to issue \$17,413,000 of Certificates of Obligation (CO) of the City of Denton for Solid Waste projects, as required by state law. The notice will be published once a week for two consecutive weeks in the Denton Record Chronicle, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the ordinance authorizing the issuance of the bonds. The notice will also be posted on the City's website.

Staff recommends the sale of \$17,413,000 in COs for Solid Waste. Below is a list of recommended Solid Waste CO funded projects for FY 2025-26 CIP.

	Reimbursement Ordinance	Notice of Intent
Organics Program Infrastructure	\$ 14,000,000	\$ 14,000,000
Vehicles - Replacements	3,801,000	2,965,000
Vehicles - New Additions	448,000	448,000
Solid Waste Total	\$ 18,249,000	\$ 17,413,000

The City sells bonds in accordance with the useful life of the asset that is being acquired. For example, vehicles are typically sold with bonds that will be paid within five years. For the FY 2025-26 proposed debt issuance for Solid Waste COs: \$3,413,000 will be 5-year debt, and \$14,000,000 will be 20-year debt.

Concurrently with the sale of COs for Solid Waste, the City anticipates the sale of approximately \$63,727,235 in General Government COs and \$44,223,000 in General Obligation Bonds (GO) to fund the 2023 Bond Programs and approximately \$217,314,533, excluding pricing flexibility and capitalized interest, in COs for Water, Wastewater and Electric.

If approved by the City Council, staff will proceed with the publication of the Notice of Intention and will schedule the Bond Ordinance consideration and adoption for July 14, 2026. The bond ordinance will dictate

the parameters of the bond sale. Under such an arrangement, staff will be permitted to execute the bond sale within six (6) months of July 14, 2026, provided certain interest rate parameters are met.

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On October 21, 2025, the City Council adopted a reimbursement ordinance (Ord. No. 25-1624) authorizing the reimbursement of capital program expenditures of \$109,770,635 in GO and \$274,227,583 in CO funded projects for General Government, Solid Waste, Electric, Water and Wastewater.

FISCAL INFORMATION

The ordinance is for the authorization to publish the Notice of Intention to sell \$82,000,000 of Certificates of Obligation for General Government and Solid Waste projects. A notice is only required for Certificates of Obligation.

EXHIBITS

1. Agenda Information Sheet
2. Ordinance
3. Presentation

Respectfully submitted:
Matt Hamilton
Chief Financial Officer

Prepared by:
Randee Klingele
Treasury Manager

ORDINANCE NO. 26-__

AN ORDINANCE OF THE CITY OF DENTON, TEXAS DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE \$82,000,000 IN PRINCIPAL AMOUNT OF CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON FOR GENERAL GOVERNMENT AND SOLID WASTE PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is deemed necessary and advisable that the Notice of Intention to Issue Certificates of Obligation be given as hereinafter provided; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That attached hereto is a form of "NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON", the form and substance of which are hereby adopted and approved, and made a part of this Ordinance for all purposes.

SECTION 2. That the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in the City, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation. And further that the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least 45 days before the date tentatively set for the passage of the Ordinance authorizing the issuance of the Certificates of Obligation.

SECTION 3. That for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City has currently designated \$934,290,000 in principal amount of the following \$1,456,670,000 of outstanding debt obligations as self-supporting debt, provided that such designated amount may be changed from time to time:

- Certificates of Obligation, Series 2014
- General Obligation Refunding and Improvement Bonds, Series 2014
- Certificates of Obligation, Series 2015
- General Obligation Refunding and Improvement Bonds, Series 2015
- Certificates of Obligation, Series 2016
- General Obligation Refunding and Improvement Bonds, Series 2016
- General Obligation Refunding Bonds, Series 2016
- Certificates of Obligation, Series 2017
- General Obligation Refunding and Improvement Bonds, Series 2017
- Certificates of Obligation, Series 2018
- General Obligation Bonds, Series 2018
- Certificates of Obligation, Series 2018A

- Certificates of Obligation, Series 2019
- General Obligation Refunding and Improvement Bonds, Series 2019
- Certificates of Obligation, Series 2020
- General Obligation Refunding and Improvement Bonds, Series 2020
- General Obligation Refunding Bonds, Series 2020A
- Certificates of Obligation, Series 2021
- General Obligation Bonds, Series 2021
- Certificates of Obligation, Series 2022
- General Obligation Refunding and Improvement Bonds, Series 2022
- Certificates of Obligation, Series 2023
- General Obligation Refunding and Improvement Bonds, Series 2023
- Certificates of Obligation, Series 2024
- General Obligation Refunding and Improvement Bonds, Series 2024
- Certificates of Obligation, Series 2025
- General Obligation Refunding and Improvement Bonds, Series 2025
- Extendable Commercial Paper Notes, Series A

SECTION 4. 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
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 5th day of May, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: **Susan Keller** Digitally signed by Susan
Keller
Date: 2026.04.13 15:40:56
-05'00' _____

THE STATE OF TEXAS :

COUNTY OF DENTON :

CITY OF DENTON :

NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION
OF THE CITY OF DENTON
(GENERAL GOVERNMENT AND SOLID WASTE PROJECTS)

THE CITY OF DENTON, in Denton County, Texas, hereby gives notice of its intention to issue CITY OF DENTON CERTIFICATES OF OBLIGATION, in accordance with the Certificate of Obligation Act of 1971, as amended and codified, and other applicable laws, in the maximum principal amount of \$82,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred pursuant to contracts for the purchase, construction and acquisition of certain real and personal property, to wit: (a) acquisition of vehicles and equipment for the fire, police, building inspections, community improvement services, animal services, streets and traffic control, facilities management, airport, technology services, fleet management, warehouse management, and parks and recreation departments; (b) renovations to, and equipping of, existing municipal buildings, including the acquisition and installation of replacement heating, venting and air conditioning equipment, roofing, flooring and parking facilities; (c) acquiring, constructing and installing building security systems, including security system technology equipment and software, for municipal buildings; (d) constructing, reconstructing, renovating, installing and equipping municipal parks; (e) acquisition and installation of technology equipment, including radio equipment, computer equipment and software, and fiber replacement, for various municipal departments; (f) constructing and improving streets, including traffic signalization, landscaping, drainage, sidewalks, utility line relocations and the acquisition of land and rights-of-way therefor; (g) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's drainage and storm sewer systems; (h) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's solid waste disposal system; (i) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, public safety facilities for the fire department and (j) acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to the Linda McNatt Animal Care & Adoption Center; and also for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects and said Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from certain surplus revenues derived by the City from the ownership and operation of the City's Utility System (consisting of the City's combined waterworks system, wastewater system and electric light and power system). The City Council of the City tentatively proposes to authorize the issuance of such Certificates of Obligation, in one or more series, at a meeting commencing at 6:30 p.m. on July 14, 2026, in the City Council room at the Municipal Building (City Hall), 215 E. McKinney, Denton, Texas. In the event the City Council will be unable to meet at the Municipal Building (City Hall) on July 14, 2026, the City will post on its website, www.cityofdenton.com, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for such Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for such Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay such Certificates of Obligation to be authorized on time and in full is \$115,879,767.

The City has separately provided notice of its intention to also issue additional Certificates of Obligation in the maximum principal amount of \$243,000,000 for water system, wastewater system and electric system projects (the "Utility System Certificates of Obligation"). The maximum interest rate for the Utility System Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for the Utility System Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay the Utility System Certificates of Obligation to be authorized on time and in full is \$419,666,868.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes (not including \$934,290,000 principal amount of outstanding debt obligations the City has designated as self-supporting debt) equal to \$522,380,000 in principal amount and \$713,416,156 in combined principal and interest required to pay such outstanding debt obligations on time and in full. The City reasonably expects to pay self-supporting debt obligations from revenue sources other than ad valorem taxes, provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Ordinance No. 26-___ designating certain outstanding debt obligations of the City as self-supporting for purposes of Texas Local Government Code, Subchapter C of Chapter 271 is available upon request to the City at the address noted above.

CITY OF DENTON, TEXAS

By: Ingrid Rex, City Secretary



Public Utilities Board Notice of Intentions



April 27, 2026 PUB26-030; PUB26-031

Purpose of Notice of Intention

- State Law requires the publication of a Notice of Intent to issue Certificates of Obligation (COs). *(Texas Local Government Code, Chapter 271, Subchapter C – Certificate of Obligation Act)*
- The notice must be published in a newspaper of general circulation in the City (Denton Record Chronicle) and on the City's website.
- Publication must be once a week for two consecutive weeks.
- Passage of Bond Ordinance authorizing the sale of COs must be at least 46 days after the date of the first publication.

Solid Waste Projects

	Reimbursement	
	Ordinance	Notice of Intent
Organics Program Infrastructure	\$ 14,000,000	\$ 14,000,000
Vehicles - Replacements	3,801,000	2,965,000
Vehicles - New Additions	448,000	448,000
Solid Waste Total	\$ 18,249,000	\$ 17,413,000

Utility Projects – Water

	Reimbursement	
	Ordinance	Notice of Intent
Booster Pump Stations	\$ 612,000	\$ 1,000,000
Field Service Replacement	562,530	1,050,000
Oversize Water Lines	2,603,881	5,000,000
Replace Lines	10,625,000	11,685,000
Taps, Fire Hydrants, & Meters	5,752,800	3,799,130
Plant Improvements	21,303,050	12,272,750
Transmission Lines	14,192,280	10,167,280
Water Total	\$ 55,651,541	\$ 44,974,160

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Wastewater

	Reimbursement	
	Ordinance	Notice of Intent
Collection System Upgrade	\$ 5,310,630	\$ 8,949,620
Lift Station Improvements	14,458,500	5,500,000
Facility Improvements	12,750	25,000
Oversize Lines	4,345,200	4,345,200
Taps, Fire Hydrants, & Meters	128,010	201,510
Replace Lines	59,114,864	31,232,580
Plant Improvements	58,522,500	63,651,875
Wastewater Total	\$ 141,892,454	\$ 113,905,785

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Electric

	Reimbursement	
	Ordinance	Notice of Intent
Automated Meter Reading	\$ 1,805,000	\$ 1,805,000
Distribution Substations	8,210,000	10,902,510
Distribution Transformers	10,000,000	18,816,490
Feeder Extensions & Improvements	11,075,338	8,399,338
New Residential & Commercial	8,315,250	6,795,250
Power Factor Improvement	300,000	291,000
Street Lighting	650,000	460,000
Transmission Lines	5,770,000	1,500,000
Transmission Substations	2,400,000	900,000
Technology - Software & Hardware	4,409,000	4,000,000
Electric Relocation	5,500,000	4,565,000
Electric Total	\$ 58,434,588	\$ 58,434,588

Detailed project list is provided in the Agenda Information Sheet

Total CO Notice of Intentions

Solid Waste	\$	17,413,000
Total General Government		
Water	\$	44,974,160
Wastewater		113,905,785
Electric		58,434,588
Capitalized Interest*		23,000,000
Issuance Cost & Pricing Flexibility**		2,685,467
Total Utility System	\$	243,000,000

*Water Utilities interest coverage while construction is underway.

**Shared with GO Bond Sale.

Next Steps

- **May 5, 2026**
 - Council considers approval of NOI ordinances.
- **June 22, 2026**
 - PUB considers approval of bond ordinance authorizing the sale of Certificates of Obligation.
- **July 14, 2026**
 - Council considers approval of bond ordinances authorizing the sale of both General Obligation bonds and Certificates of Obligation.
- **July 22, 2026**
 - Preliminary date of sale.
- **August 20, 2026**
 - Preliminary date of close and delivery of funds.

Questions





City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: April 27, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, Texas directing the publication of Notice of Intention to issue \$243,000,000 in principal amount of Certificates of Obligation of the City of Denton for Waterworks and Wastewater System and Electric System projects; and providing an effective date.

BACKGROUND

This ordinance provides the Notice of Intention (NOI) to issue \$ 243,000,000 of Certificates of Obligation (CO) of the City of Denton for Water, Wastewater and Electric System projects, as required by state law. The notice will be published once a week for two consecutive weeks in the Denton Record Chronicle, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the ordinance authorizing the issuance of the bonds. The notice will also be posted on the City's website.

The principal amount has an additional \$25.685 million included for two purposes. \$2.685 million is for issuance costs and to allow flexibility in marketing and pricing the bond sale. Issuance costs are shared between the General Obligation (GO) and CO Bond Sale. The remaining \$23 million is capitalized interest to cover interest payments during early years of the Water Utilities projects, while construction is underway and project revenues are not yet available.

Staff recommends the sale of \$243,000,000 in COs for Water, Wastewater and Electric System. Changes to material pricing and project requirements for large projects were compared to the initial 2025 scopes and pricing in developing the NOI project list. After evaluating project schedules and cash flow projections, Water Utilities identified a lower funding need in the current fiscal year. And an overall review of Electric's capital projects resulted in a shifting of project dollars without producing a reduction of NOI project dollars.

Below is a list of recommended Water, Wastewater and Electric System CO funded projects for FY 2025-26.

Water Project Details	Reimbursement Ordinance	Notice of Intent
Supplement to Bond Election 2019 Projects - Neighborhood 1B	3,500,000	3,500,000
Supplement to Bond Election 2019 Projects - Neighborhood 2 & 6	500,000	500,000
McKenna Park BPS Rehab & Fence Replacement	510,000	1,000,000
Emergency Generator Evaluation	102,000	-
Annual Field Service Replacements	562,530	1,050,000
Oversize Participation Agreements	2,603,881	5,000,000
LCR (Lead and Copper Rule) Compliance	510,000	1,000,000
LCR (Lead and Copper Rule) Remediation	255,000	1,000,000

Water Distribution Replacement Program	1,275,000	2,500,000
Bonnie Brae (Phase 6)	1,800,000	1,800,000
Bonnie Brae (Phase 3)	775,000	775,000
PEC Phase 3/4 Water Upgrades	1,500,000	100,000
Westgate Road (Phase 2)	510,000	510,000
Water Taps	161,670	308,000
Fire Hydrant Installs	32,130	32,130
Water Meters	459,000	459,000
AMI/AMR Replacements	5,100,000	3,000,000
Sampling Station Upgrades	102,000	102,000
Large Valve Replacements	65,280	65,280
Transmission Line Condition Assessment	510,000	-
Transmission Line Condition Repairs	510,000	1,000,000
Ray Roberts Parallel 60" Transmission Line	255,000	500,000
24" Robson Ranch Transmission Main ((D-1))	4,080,000	600,000
WMP Projects 17 & 20	7,650,000	7,650,000
12/16" US 380 Water Line (Project 27)	1,020,000	250,000
Roselawn Elevated Storage Tank Improvements	1,927,800	200,000
Riney Road Tank Painting & Lighting Improvement	255,000	-
SCADAOT/IT Delineation	127,500	250,000
Pump Station CIP-CI2 Conversion	51,000	100,000
NW EST Tank Painting	255,000	-
SWBPS - AC System Replacement	25,500	50,000
Lake Lewisville Raw Water Station Rehab	1,020,000	2,000,000
RRWTP Capacity Rerate and Performance Upgrades	9,100,000	1,000,000
RRWTP Disinfection Conversion and Chemical Improvements	2,295,000	1,500,000
RRWTP Raw Water Line Cleaning for Zebra Mussels	153,000	-
RRWTP Raw Water Bldg. Electric Room AC Replacement	12,750	12,750
RRWTP Ozone Generator Cleaning	280,500	550,000
RRWTP Automated Source Water Monitoring	51,000	100,000
LLWTP Sludge Dewatering Improvement Project	3,250,000	3,250,000
LLWTP Filter Media Replacement	510,000	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	2,400,000
LLWTP Ozone Building AC Installation - ASAP	102,000	200,000
LLWTP Plant Electrical Building AC Replacement	25,500	50,000
LLWTP Automated Source Water Monitoring	51,000	100,000
Water Total	\$ 55,651,541	\$ 44,974,160

Wastewater Project Details	Reimbursement	
	Ordinance	Notice of Intent
Milam Creek Basin Wastewater Line and Lift Station	\$ 4,258,500	\$ 1,000,000
Hobson Lift Station Force Main Replacement	255,000	500,000
Cooper Creek Lift Station Improvement Project	3,621,000	1,000,000
Robson West Lift Station	5,814,000	2,000,000
Lift Station Replacement	510,000	1,000,000

Beneficial Reuse Concrete Improvement	12,750	25,000
12/15-inch Robson Ranch Interceptor (HC: O-4)	949,620	949,620
Pipe/Force Main Condition Assessment	281,010	-
21/27/30-inch Roark Branch Interceptor Phase 2 (HC: D-4)	4,080,000	8,000,000
Clear Creek Water Reclamation Plant (CCWRP)	2,040,000	4,000,000
Hickory Creek Water Reclamation Plant Ph 1 (HC: O-1, O-2, O-5)	2,550,000	1,000,000
Hickory Creek Peak Flow Basin Improvements	2,295,000	2,295,000
Hickory Creek Force Main Replacement	510,000	510,000
PCWRP Expansion to 26 MGD and 75 MGD Headworks	51,000,000	55,596,875
SCADA/HMI Upgrade Water Rec	127,500	250,000
Supplement to Bond Election 2019 Projects - Neighborhood 1B	3,500,000	3,500,000
Oversize Participation	4,345,200	4,345,200
Wastewater Taps	51,510	51,510
Manhole Repair/Replace/Lining	76,500	150,000
Clear Creek Interceptor	39,478,784	10,000,000
Annual Field Service Replacements	562,020	562,020
Collector Replacement Program	1,275,000	2,500,000
Cole Ranch Interceptor	3,187,500	6,250,000
Lakeview Ranch Interceptor	717,060	717,060
North Masch Branch Sewer	-	3,060,000
Masch Sewer Line Replacement	306,000	-
PEC Phase 3/4 Sewer Upgrades	1,000,000	400,000
Hickory Creek Interceptor IV	3,060,000	-
Private Laterals Replacement	25,500	25,500
Robson Ranch Wastewater Improvement Project Phase I & II	1,785,000	-
Mingo/Ruddell/Quiet Zone Sewer Upgrades	918,000	918,000
Bonnie Brae (Phase 3)	3,300,000	3,300,000
Wastewater Total	\$ 141,892,454	\$ 113,905,785

Electric Project Details	Reimbursement	
	Ordinance	Notice of Intent
Distribution Substations	\$ 8,210,000	\$ 10,902,510
Transmission Substation	2,400,000	900,000
Distribution Transformers	10,000,000	18,816,490
Automated Meter Reading	1,805,000	1,805,000
Feeder Extension and Improve	11,075,338	8,399,338
New Residential and Commercial	8,315,250	6,795,250
Power Factor Improvement	300,000	291,000
Street Lighting	650,000	460,000
Transmission Lines	5,770,000	1,500,000
Technology - Software/Hardware	4,409,000	4,000,000
Electric - Relocations	5,500,000	4,565,000
Electric Total	\$ 58,434,588	\$ 58,434,588

Total CO Projects for Water, Wastewater and Electric	\$ 255,978,583	\$ 217,314,533
---	-----------------------	-----------------------

The City sells bonds in accordance with the useful life of the asset that is being acquired. For example, vehicles are typically sold with bonds that will be paid within five years. For the FY 2025-26 proposed debt issuance for Water, Wastewater and Electric System COs: \$4,000,000 will be 10-year debt, \$115,571,035 will be 20-year debt, and \$97,743,498 will be 30-year debt.

If approved by the City Council, staff will proceed with the publication of the Notice of Intention and will schedule the Bond Ordinance consideration and adoption for July 14, 2026. The bond ordinance will dictate the parameters of the bond sale. Under such an arrangement, staff will be permitted to execute the bond sale within six (6) months of July 14, 2026, provided certain interest rate parameters are met.

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On October 21, 2025, the City Council adopted reimbursement ordinance (Ord. 24-1664) authorizing the reimbursement of capital program expenditures of \$109,770,635 in GO and \$274,227,583 in CO funded projects for General Government, Solid Waste, Electric, Water and Wastewater.

FISCAL INFORMATION

The ordinance is for the authorization to publish the Notice of Intention to sell \$243,000,000 of Certificates of Obligation for Water, Wastewater and Electric System projects. A notice is only required for Certificates of Obligation.

EXHIBITS

1. Agenda Information Sheet
2. Ordinance
3. Presentation

Respectfully submitted:
Matt Hamilton
Chief Financial Officer

Prepared by:
Randee Klingele
Treasury Manager

ORDINANCE NO. 26-__

AN ORDINANCE OF THE CITY OF DENTON, TEXAS DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE \$243,000,000 IN PRINCIPAL AMOUNT OF CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON FOR WATERWORKS AND WASTEWATER SYSTEM AND ELECTRIC SYSTEM PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is deemed necessary and advisable that the Notice of Intention to Issue Certificates of Obligation be given as hereinafter provided; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That attached hereto is a form of "NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON", the form and substance of which are hereby adopted and approved, and made a part of this Ordinance for all purposes.

SECTION 2. That the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in the City, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation. And further that the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least 45 days before the date tentatively set for the passage of the Ordinance authorizing the issuance of the Certificates of Obligation.

SECTION 3. 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
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 5th day of May, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____
Susan Keller
Digitally signed by
Susan Keller
Date: 2026.04.13
15:42:40 -05'00'

THE STATE OF TEXAS :

COUNTY OF DENTON :

CITY OF DENTON :

NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION
OF THE CITY OF DENTON
(WATERWORKS AND WASTEWATER SYSTEM AND ELECTRIC SYSTEM PROJECTS)

THE CITY OF DENTON, in Denton County, Texas, hereby gives notice of its intention to issue CITY OF DENTON CERTIFICATES OF OBLIGATION, in accordance with the Certificate of Obligation Act of 1971, as amended and codified, and other applicable laws, in the maximum principal amount of \$243,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred pursuant to contracts for the purchase, construction and acquisition of certain real and personal property, to wit: (a) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's waterworks and wastewater system; and (b) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's electric light and power system; and also for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects and said Certificates of Obligation, and paying capitalized interest on said Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from certain surplus revenues derived by the City from the ownership and operation of the City's Utility System (consisting of the City's combined waterworks system, wastewater system and electric light and power system). The City Council of the City tentatively proposes to authorize the issuance of such Certificates of Obligation, in one or more series, at a meeting commencing at 6:30 p.m. on July 14, 2026, in the City Council room at the Municipal Building (City Hall), 215 E. McKinney, Denton, Texas. In the event the City Council will be unable to meet at the Municipal Building (City Hall) on July 14, 2026, the City will post on its website, www.cityofdenton.com, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for such Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for such Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay such Certificates of Obligation to be authorized on time and in full is \$419,666,868.

The City has separately provided notice of its intention to also issue additional Certificates of Obligation in the maximum principal amount of \$82,000,000 for general government and solid waste disposal system projects (the "General Government & Solid Waste Certificates of Obligation"). The maximum interest rate for the General Government & Solid Waste Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for the General Government & Solid Waste Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay the General Government & Solid Waste Certificates of Obligation to be authorized on time and in full is \$115,879,767.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes (not including \$934,290,000 principal amount of outstanding debt obligations the City has designated as self-supporting debt) equal to \$522,380,000 in principal amount and \$713,416,156 in combined principal and interest required to pay such outstanding debt obligations on time and in full. The City reasonably expects to pay self-supporting debt obligations from revenue sources other than ad valorem taxes, provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Ordinance No. 26-___ designating certain outstanding debt obligations of the City as self-supporting for purposes of Texas Local Government Code, Subchapter C of Chapter 271 is available upon request to the City at the address noted above.

CITY OF DENTON, TEXAS

By: Ingrid Rex, City Secretary



Public Utilities Board Notice of Intentions



April 27, 2026 PUB26-030; PUB26-031

Purpose of Notice of Intention

- State Law requires the publication of a Notice of Intent to issue Certificates of Obligation (COs). *(Texas Local Government Code, Chapter 271, Subchapter C – Certificate of Obligation Act)*
- The notice must be published in a newspaper of general circulation in the City (Denton Record Chronicle) and on the City's website.
- Publication must be once a week for two consecutive weeks.
- Passage of Bond Ordinance authorizing the sale of COs must be at least 46 days after the date of the first publication.

Solid Waste Projects

	Reimbursement	
	Ordinance	Notice of Intent
Organics Program Infrastructure	\$ 14,000,000	\$ 14,000,000
Vehicles - Replacements	3,801,000	2,965,000
Vehicles - New Additions	448,000	448,000
Solid Waste Total	\$ 18,249,000	\$ 17,413,000

Utility Projects – Water

	Reimbursement	
	Ordinance	Notice of Intent
Booster Pump Stations	\$ 612,000	\$ 1,000,000
Field Service Replacement	562,530	1,050,000
Oversize Water Lines	2,603,881	5,000,000
Replace Lines	10,625,000	11,685,000
Taps, Fire Hydrants, & Meters	5,752,800	3,799,130
Plant Improvements	21,303,050	12,272,750
Transmission Lines	14,192,280	10,167,280
Water Total	\$ 55,651,541	\$ 44,974,160

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Wastewater

	Reimbursement	
	Ordinance	Notice of Intent
Collection System Upgrade	\$ 5,310,630	\$ 8,949,620
Lift Station Improvements	14,458,500	5,500,000
Facility Improvements	12,750	25,000
Oversize Lines	4,345,200	4,345,200
Taps, Fire Hydrants, & Meters	128,010	201,510
Replace Lines	59,114,864	31,232,580
Plant Improvements	58,522,500	63,651,875
Wastewater Total	\$ 141,892,454	\$ 113,905,785

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Electric

	Reimbursement	
	Ordinance	Notice of Intent
Automated Meter Reading	\$ 1,805,000	\$ 1,805,000
Distribution Substations	8,210,000	10,902,510
Distribution Transformers	10,000,000	18,816,490
Feeder Extensions & Improvements	11,075,338	8,399,338
New Residential & Commercial	8,315,250	6,795,250
Power Factor Improvement	300,000	291,000
Street Lighting	650,000	460,000
Transmission Lines	5,770,000	1,500,000
Transmission Substations	2,400,000	900,000
Technology - Software & Hardware	4,409,000	4,000,000
Electric Relocation	5,500,000	4,565,000
Electric Total	\$ 58,434,588	\$ 58,434,588

Detailed project list is provided in the Agenda Information Sheet

Total CO Notice of Intentions

Solid Waste	\$	17,413,000
Total General Government		
Water	\$	44,974,160
Wastewater		113,905,785
Electric		58,434,588
Capitalized Interest*		23,000,000
Issuance Cost & Pricing Flexibility**		2,685,467
Total Utility System	\$	243,000,000

*Water Utilities interest coverage while construction is underway.

**Shared with GO Bond Sale.

Next Steps

- **May 5, 2026**
 - Council considers approval of NOI ordinances.
- **June 22, 2026**
 - PUB considers approval of bond ordinance authorizing the sale of Certificates of Obligation.
- **July 14, 2026**
 - Council considers approval of bond ordinances authorizing the sale of both General Obligation bonds and Certificates of Obligation.
- **July 22, 2026**
 - Preliminary date of sale.
- **August 20, 2026**
 - Preliminary date of close and delivery of funds.

Questions





MEMORANDUM

DATE: April 15, 2026
TO: Mr. Devin Taylor, Public Utility Board Member
FROM: Tiffany Sherrane, Water Utilities Asset Management Supervisor
SUBJECT: Memo of Response to PUB26-041 Question

On April 13, 2026, the Public Utilities Board received a presentation for individual consideration; PUB26-041. The preceding information responds to the requested item regarding the anticipated savings from the Water Utilities Advanced Metering Infrastructure (AMI) implementation.

In 2021, the City contracted an Engineering group to complete a feasibility study that concluded numerous cost-saving opportunities of switching to an AMI system. The study highlighted a return on investment (ROI) of 8-11% and indicated that the investment would pay for itself in 11 to 13 years. Considering the evaluation along with the timeframe, these statistics were provided during a pandemic. In anticipation of a slight variation once implementation is completed, Water Utilities is exploring a re-evaluation of the savings expected with a contracted firm.

OUR CORE VALUES

Inclusion • Collaboration • Quality Service • Strategic Focus • Fiscal Responsibility

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
April 27, 2026	Water/Wastewater Quarterly Report	Water
May 4, 2026		
May 18, 2026		
June 8, 2026		
June 22, 2026	Water/Wastewater Quarterly Report Budget Update	Water Budget
July 13, 2026	Budget Workshop	Budget
July 27, 2026	Rate and Budget Recommendation	Budget
August 10, 2026		
August 24, 2026		
September 14, 2026		
September 28, 2026	Water/Wastewater Quarterly Report	Water
October 12, 2026	2027 PUB Schedule	DME
October 26, 2026		
November 16, 2026		

December 14, 2026

Water/Wastewater Quarterly Report

Water

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.	2/9/26	Riback	Major Water and Wastewater infrastructure projects such as Ray Roberts Expansion, Pecan Creek Expansion and any others the department may deem responsive to this request.	Water/Waste water – Stephen Gay	Quarterly Reports 4/27/26, 6/22/26, 9/28/26, 12/14/26
2.	4/13/26	Taylor	Additional comparison update of Electric Commercial Rates requested – TND	Electric	5/4/26



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Water Utilities

ACM: Cassey Ogden

DATE: April 27, 2026

SUBJECT

Receive a report and hold a discussion regarding the quarterly project update from the Water Utilities Planning and Engineering division.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The Water Utilities Department continues to advance several major capital projects that support the City's long-term water treatment capacity, operational reliability, and regulatory compliance. This quarterly update summarizes progress on planning, design, and construction activities at both the Ray Roberts and Lake Lewisville Water Treatment Plants. Current efforts focus on improving treatment performance, upgrading chemical systems, expanding future capacity, and enhancing solids handling to meet growing system demands.

The presentation will provide an update on the following:

- Ray Roberts Water Treatment Plant Capacity Re-Rate and Performance Upgrades: Replacing 64 valve operators and rehabilitating basin equipment to improve filtration and allow for state capacity re-rate this summer.
- Ray Roberts Water Treatment Plant Chemical Improvements: Converting chemical systems from gas to liquid to enhance facility safety and operational reliability.
- Ray Roberts Water Treatment Plant Expansion Construction Manager at Risk: Adding 20 million gallons per day of treatment capacity through new membrane technology, with pilot testing beginning in April 2026.
- Lake Lewisville Water Treatment Plant Dewatering Improvement Project: Constructing a second gravity thickener and pump station to separate waste streams and improve solids handling.

The presentation also includes an overview of the upcoming Capital Improvement Plan projects scheduled for 2026 through 2029. Key initiatives include the Advanced Metering Infrastructure program, the Lake Lewisville Raw Water Station, and the Pipe-Lining Program.

EXHIBITS

Exhibit 1: Agenda Information Sheet

Exhibit 2: Presentation

Respectfully submitted:
Stephen Gay, at 940-349-8086

General Manager
Water Utilities and Street Operations

Legal point of contact: Christopher Mullins at 940-349-8114.

Water Utilities – Quarterly Update: Water

**Kyle Pedigo – Planning and Engineering Division
Manager**

April 27th, 2026

Current Project Updates

April 27, 2026 - PUB26-071



RRWTP Capacity Re-Rate and Performance Upgrades

Project Manager: Katie Koch

Inspector: Halen Frazier

Status: Construction

Start Date: Q2 2024

Estimated Completion Date: Q4 2028

Project Scope

- Replace electric motor valve operators throughout the plant.
- Rehabilitate solids removal equipment in the sedimentation basin.
- Replace actuated valves in the filters.
- Replace the filter media with Granular Activated Carbon in all 8 filters.
- Construct a backwash storage tank and a new backwash system for filters.
- Construct a new Variable Frequency Drive building to support the replacement of the existing soft starters.

Budget

Design Contract

- \$3,701,547.00

Design Spend

- \$3,128,231.50

Construction Contract

- \$43,994,500.00

Construction Spend

- \$39,746,582.33

Project Milestones

Completed

- Notice to Proceed given 7/24/24
- Chemical containment pit constructed
- Chain and flight system replaced
- VFD building constructed, HSP 2 tested successfully
- Backwash Ground Storage Tank Constructed
- All 64 planned valve and actuator replacements have been completed.
- Filter Upgrades completed on filters 5-8

Upcoming

- Filter upgrades on filters 1-4 are ongoing
- HSP 1 to be returned and tested.
- Project to reach substantial completion when all filter upgrades are completed.
- RRWTP to be Re-Rated by the TCEQ this summer.

RRWTP Capacity Rerate Progress Photos



New 60" piping and valve



Clear well improvements

RRWTP Chemical Improvements

Project Manager: Katie Koch

Inspector: Halen Frazier

Status: Design

Estimated Construction Start Date:
Q4 2026

Estimated Completion Date: Q1
2028

Project Scope

- Convert the existing bulk chlorine gas system to a bulk sodium hypochlorite storage feed system.
- Conversion of the existing anhydrous ammonia system to a liquid ammonium sulfate (LAS) storage and feed system.
- Construct Disinfection Building and LAS containment structure and demolish existing chlorine, ammonia building, and scrubber area.
- Civil and yard piping improvements.
- New catatonia (flocculant aid) polymer system.

Budget

Design Contract

- \$2,233,740.00

Design Spend

- \$1,362,262.79

Construction Contract

- TBD

Construction Spend

- TBD

Project OPCC is \$23,000,000

Project Milestones

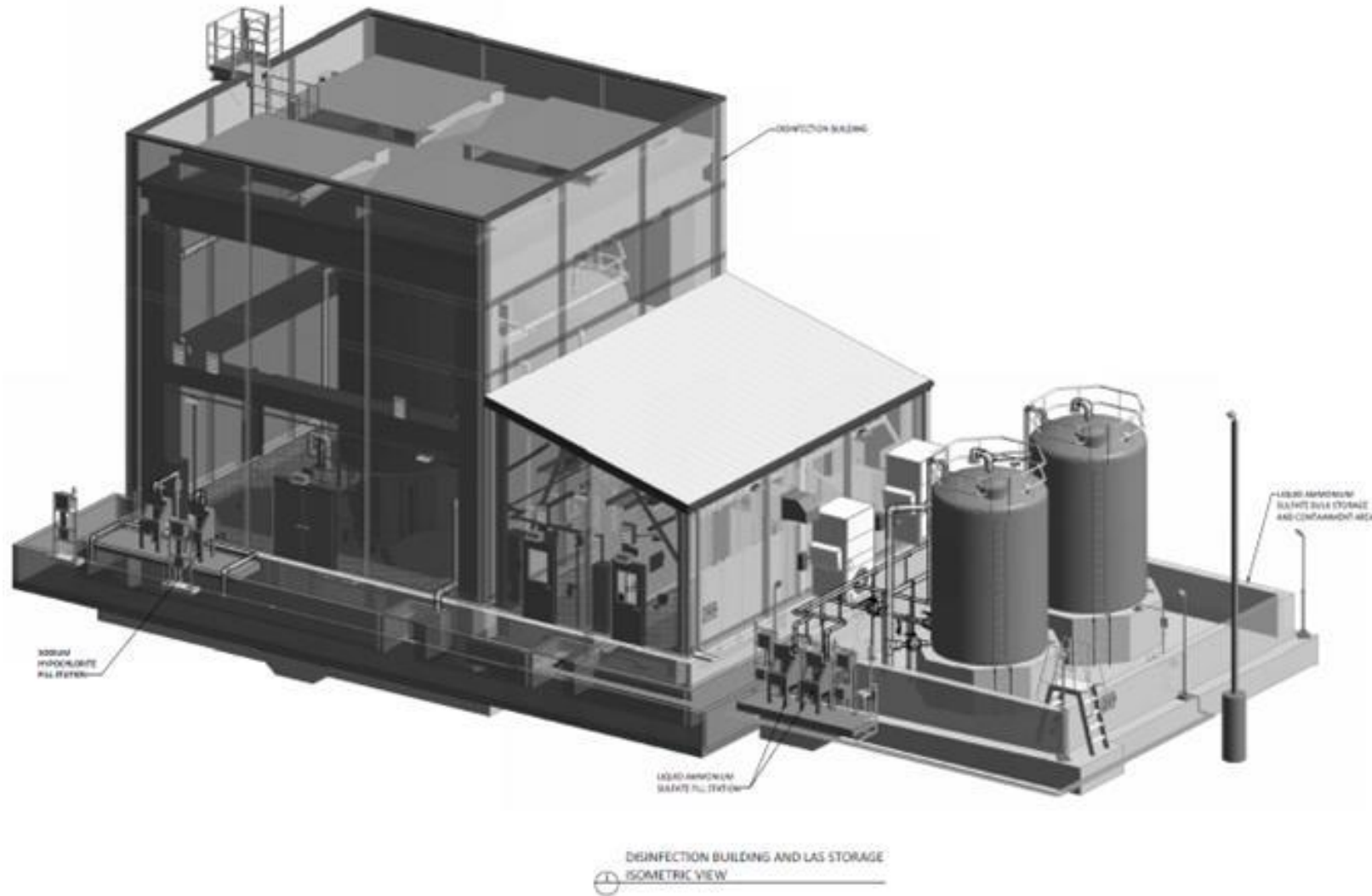
Completed

- Construction Solicited in Sept. 2024
- One bid was received and formally rejected due to the high bid price.
- Project included in the WIFIA application.

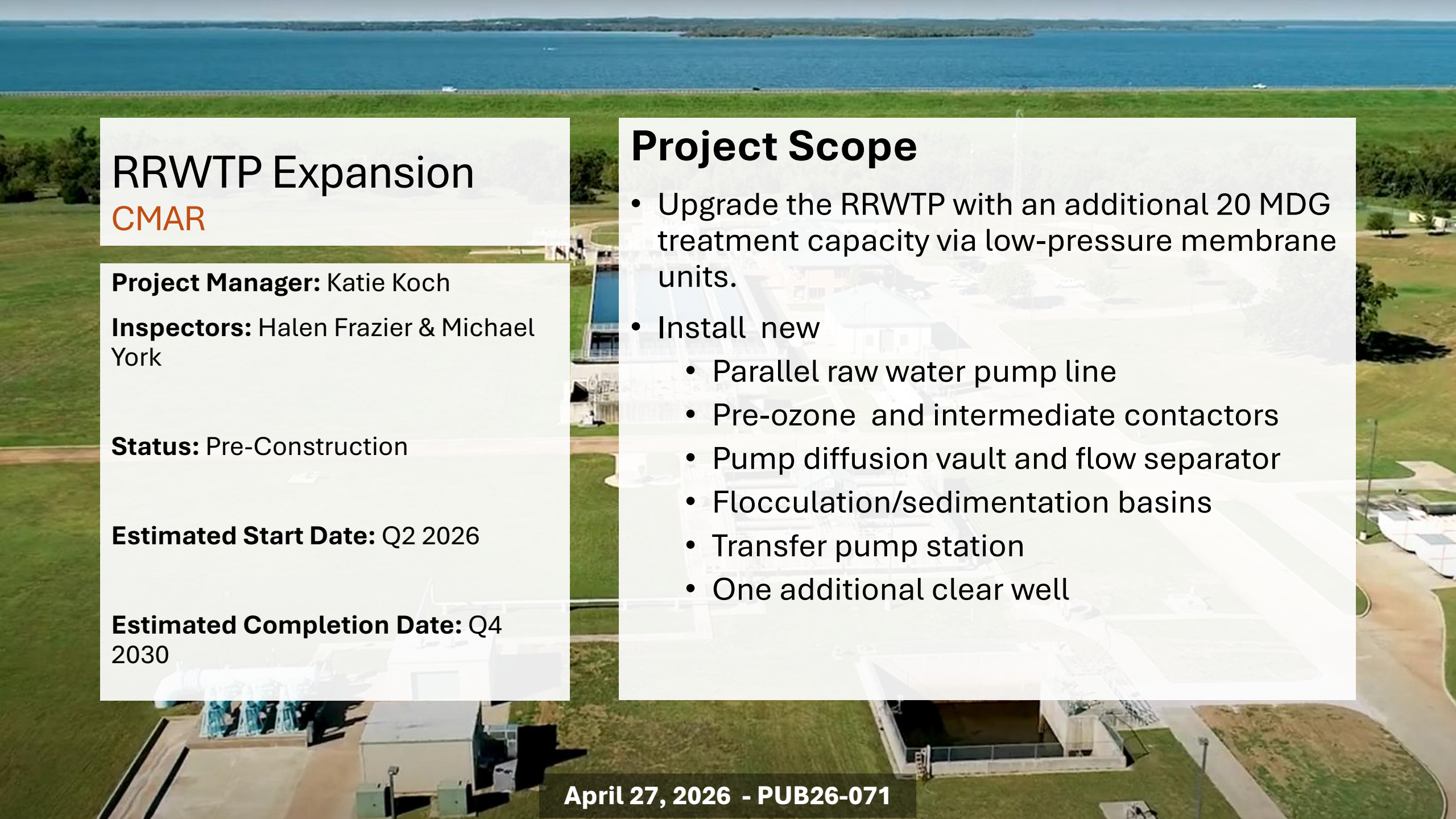
Upcoming

- A design contract amendment is being developed to allow for minor design adjustments and add an additional round of bid phase support.

RRWTP Chemical Improvement Building



April 27, 2026 - PUB26-071



RRWTP Expansion

CMAR

Project Manager: Katie Koch

Inspectors: Halen Frazier & Michael York

Status: Pre-Construction

Estimated Start Date: Q2 2026

Estimated Completion Date: Q4 2030

Project Scope

- Upgrade the RRWTP with an additional 20 MDG treatment capacity via low-pressure membrane units.
- Install new
 - Parallel raw water pump line
 - Pre-ozone and intermediate contactors
 - Pump diffusion vault and flow separator
 - Flocculation/sedimentation basins
 - Transfer pump station
 - One additional clear well

Budget

Design Contract

- \$21,184,000.00

Design Spend

- \$4,358,588.31

CMAR Contract

- \$2,815.293.00

CMAR Spend

- \$332,193.68

Construction Contract

- TBD

Construction Spend

- TBD

Project Milestones

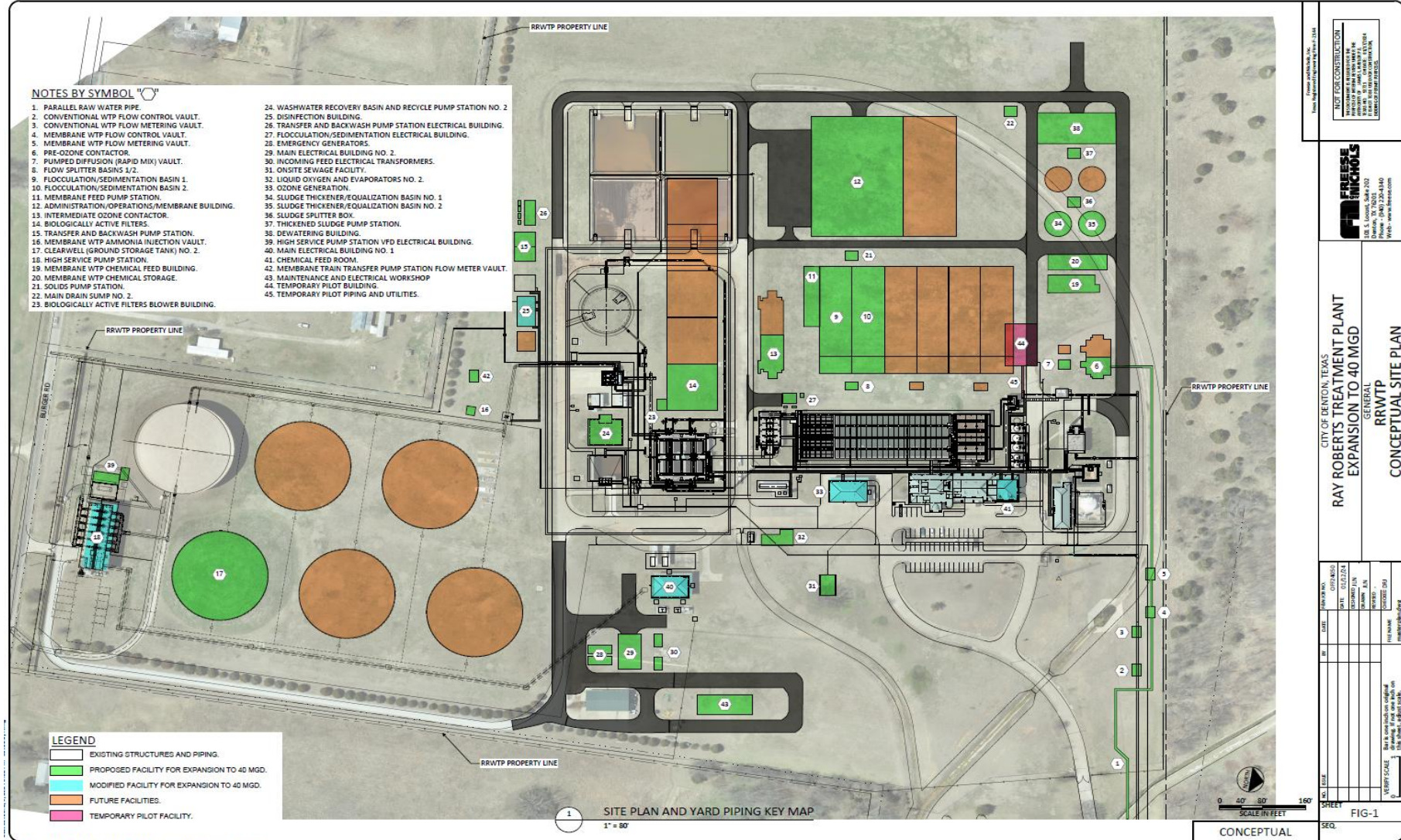
Completed

- SWIFT Loan finalized on December 3, 2024.
- Project Kick-Off with CMAR and Engineer held on October 6, 2025.
- 30% plans received in late February 2026

Upcoming

- 30% cost model
- Membrane pilot study to begin April 2026
- GMP 1 anticipated in Q4 2026

RRWTP Expansion Layout





LLWTP Dewatering Improvement Project

Project Manager: Katie Koch

Inspector: Colton Garrett

Status: Initiation

Design estimated to begin: Q4 2024

Estimated Completion Date: Q1 2028

Project Scope

- Separate the sedimentation underflow from the filter backwash stream.
- Construct a solids holding tank and an accompanying sludge pump station.
- Construct a second gravity thickener.

Budget

Design Contract

- \$958,760.00

Design Spend

- \$463,351.14

Construction Contract

- TBD

Construction Spend

- TBD

Project OPCC is \$18,700,000

Project Milestones

Completed

- Design Services contract with Carollo Engineers approved by City Council on April 15, 2025
- Project kick-off meeting May 5, 2025
- 60% plans received in February 2026

Upcoming

- 90% Plans to be received in April 2026
- Application for the TWDB Water Supply and Infrastructure Grant due in July.
- Construction contract anticipated by Q4 2026.

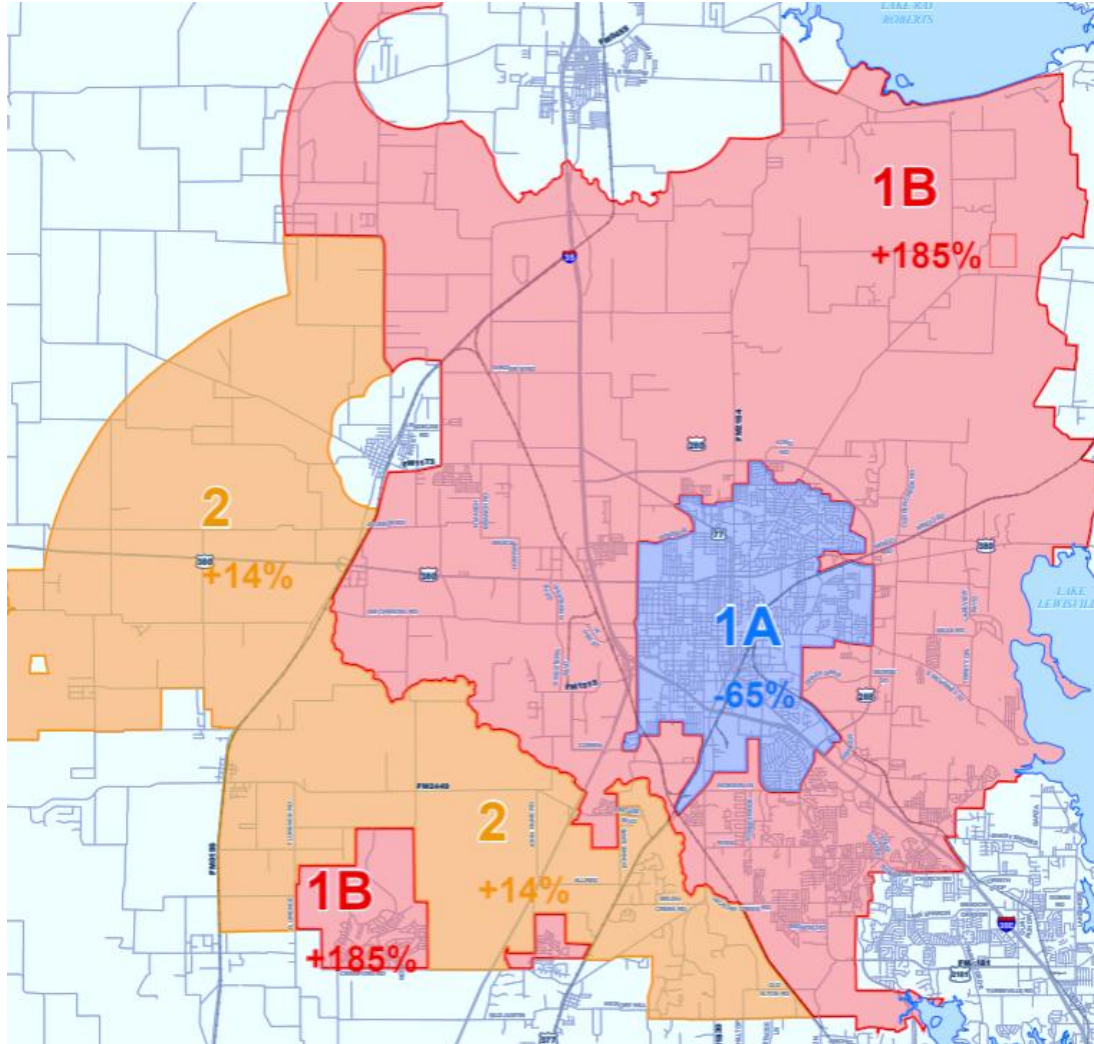
Upcoming CIP Projects

April 27, 2026 - PUB26-071



April 27, 2026 - PUB26-071

Growth Trend Heat Map



- Development trends between 2018 and today:
 - Infill is occurring more slowly than projected
 - Overall population and growth in the outer regions are occurring much faster than projected
 - Additional treatment capacity & conveyance infrastructure to accommodate the population growth
- Color Key
 - Below Projections
 - Above Projections
 - Far Above Projections

Capital Improvement Plan: Upcoming Projects

- AMI Program 2026-28
- Lake Lewisville Raw Water Station: 2026-27
- Pipe Lining Program: 2027-29
- WMP #30: Ray Roberts Secondary Transmission Line: 2026-31
- Elevated Storage Tank Repairs: 2026-27
- WMP #24: Robson Ranch Transmission Line: 2027-29
- WMP #27: US 380 Water Line: 2027-29
- WMP #39: 16" Milam Road Water OPA: 2027-30
- WMP #9: 42" Jim Christal Transmission Main: 2028-31
- WMP #10: Jim Christal 3.0 MG EST: 2028-30

