

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

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).

WHEREAS, pursuant to Ordinance 20-197, Sourcewell 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 on behalf of the City of Denton; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Sourcewell program at less cost than the City would expend if bidding these items individually; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the “File Number” referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8931	Xylem Vue Inc.	\$6,496,090.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to Sourcewell for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with Sourcewell and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City’s ratification of bids awarded by Sourcewell, the City Manager, or their designated

representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to Sourcewell, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

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

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

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

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

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
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.

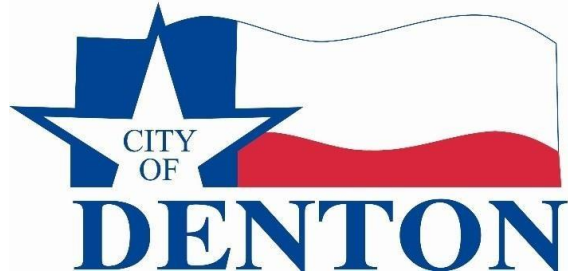
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



## DocuSign City Council Transmittal Coversheet

FILE	8931
File Name	Water Utility Monitoring & Data Analytics Project
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND XYLEM VUE INC.  
(the "Contract")  
(File # 8931)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, 2026, by and between **Xylem Vue Inc.** a Delaware Corporation, whose address is 10 Bank Street, Suite 1201, White Plains, New York, 10606 hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

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

**SCOPE OF SERVICES**

Supplier shall provide products in accordance with the Supplier's quote, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. 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) Sourcewell Cooperative Purchasing Contract #091724 with Xylem Vue Inc. (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) Xylem Vue Inc. quote (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Insurance Requirements (**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.

**SUPPLIER**

**CITY OF DENTON, TEXAS**

Signed by:  
BY: Rocio Echeverria  
AUTHORIZED SIGNATURE

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

Printed Name: Rocio Echeverria

ATTEST:  
INGRID REX, CITY SECRETARY

Title: SVP & GM - MCS Water

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

617-852-2363  
PHONE NUMBER

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

Rocio.Echeverria@xylem.com  
EMAIL ADDRESS

\_\_\_\_\_  
TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

Signed by:  
BY: Leah Bush  
3A6254145BDA469...

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

Signed by:  
Stephen D. Gay Stephen D. Gay  
SIGNATURE PRINTED NAME

General Manager  
TITLE

Water Utilities and Street Operations  
DEPARTMENT

**Exhibit A**  
**Special Terms and Conditions**

**1. Contract Term**

The contract term will be five (5) years, effective from date of award.

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. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of twelve (12) months.

**2. Total Contract Amount**

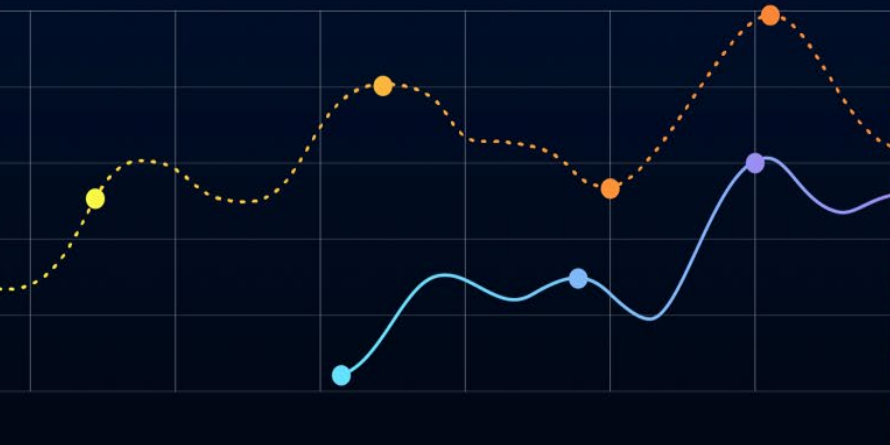
The contract total shall not exceed **\$6,496,090**. Pricing shall be per Exhibit C attached.

**3. The Quantities**

The quantities indicated on Exhibit C (in this contract) 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.



Exhibit C  
Contractors Proposal



# City of Denton

*Xylem Vue Monitoring and Prediction Services*

October 6, 2025

Sohil Manjiyani  
City of Denton  
601 East Hickory Street  
Denton, TX 76205

Dear Sohil:

**Xylem Vue Inc. (Xylem)** is pleased to submit this proposal for monitoring and prediction services to the City of Denton. Xylem is a leading water and wastewater technology company committed to “solving water” by creating innovative and smart technology solutions to meet the world’s water, wastewater, energy, and environmental justice needs by uniting best-in-class digital insights, technology, and water expertise. Xylem helps utility clients achieve transformative outcomes no matter where they are on their digital journey.

We bring you '**Xylem Vue**' - a comprehensive software and analytics platform that makes Xylem’s and other solutions interoperable, easier to implement, and simpler to use. The platform provides operators and other stakeholders with real-time and historical data to operate more efficiently and make better decisions regarding their networks.

Please do not hesitate to contact me to further discuss your needs or with any questions about our proposal. I can be reached at 269.286.1226 or via email at [brian.vu@xylem.com](mailto:brian.vu@xylem.com).

Thank you for your time and consideration.

*Brian Vu*

Brian Vu  
Director of Sales North America West  
Xylem Vue Inc.

**City of Denton**

Xylem Vue Monitoring and Prediction Services

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*This proposal made available to you by Xylem Inc. ("Xylem") is the sole and exclusive property of Xylem. You agree to keep this proposal strictly confidential and shall not disclose it to any third party without Xylem's written consent, except as required under applicable law, court order, or regulation. No third-party will acquire any proprietary rights in Xylem's equipment, systems, trade-secrets, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Xylem Proprietary Technology") as provided or discussed herein. Any modifications or improvements to Xylem Proprietary Technology resulting herefrom will be the sole and exclusive property of Xylem.*

# The Leaders in Digital Water

Xylem has designed, implemented, and commissioned the largest number of decision support systems globally, including the use of data analytics, machine learning, real-time forecasting, operations support, and control. Our decision intelligence solutions have helped utilities extract more value from their existing assets and significantly reduce future asset costs.



## City of Denton

Xylem Vue Monitoring and Prediction Services

# INTRODUCTION TO XYLEM

**Xylem** is a global water technology leader committed to helping our clients “solve water” through the power of technology and expertise to meet the world’s water, wastewater, and energy needs.

In a world of ever-growing challenges, Xylem delivers innovative technology solutions that empower clients to illuminate data insights that drive more informed decisions, optimize systems and workflow efficiency, and ensure resilient and continuous asset performance.



Xylem is a publicly-traded (NYSE: XYL) 23,000-employee, \$8.1 billion company operating in more than 150 countries around the world. Since 1848, our brands have been transforming how the world gains access to clean water. Recently, that work has included leading utilities through digital transformations as they look to better support their customers with the power of data analytics.

For many years, Xylem has been successfully serving utilities with proven software applications and decision intelligence solutions. Xylem’s digital arm includes approximately 150 employees dedicated solely to providing digital solutions to optimize operations of water and wastewater utilities. Our multidisciplinary staff includes civil and environmental engineers as well as control theory engineers and software engineers.

Joining the Xylem team will be HESCO, one of the premier environmental technology, flow services, and facilities maintenance providers in the Midwest. HESCO provides field services to inspect existing equipment installations or instrumentation / control systems, troubleshooting, calibration, and repair, develop designs for system upgrades and verify code compliance. On this project, HESCO will provide installations of necessary sensors and maintenance. Their maintenance programs are a cost-effective means for keeping equipment in reliable running order. Their skilled service engineers are routinely called upon as a valuable resource for troubleshooting problems with existing equipment and instrumentation. HESCO will also offer training to the City of Denton’s staff for maintaining the sensor network, if so desired.

**Combining Xylem’s collaborative and consultative global team of technical and water industry experts with our proven software and analytics platform, we present **Xylem Vue.****

**City of Denton**

Xylem Vue Monitoring and Prediction Services

**UNDERSTANDING OF PROJECT REQUIREMENTS**

The Xylem Team understands that the City is requesting equipment and services for a sewer monitoring, rainfall, and control system to monitor flows and levels, maintain and update a sewer model, provide Sanitary Sewer Overflow Analysis and Planning (SSOAP), and comply with Capacity, Management, Operations, and Maintenance (CMOM) guidance in the sanitary sewer collection. The City desires real-time monitoring sensors to be purchased and installed HESCO in 35 locations, with rainfall monitoring in eight locations throughout the different sewer basins. The monitored data will be used to calibrate the sanitary system hydraulic model, to estimate the contributions of smaller basins, and to determine areas requiring additional study and analysis. The Xylem team will install monitors; collect flow, level and rain data; and maintain their function for up to five years. The data will be collected during wet weather flow, stored electronically, and displayed upon upload in real-time on a web-based interface. Data sampling and upload intervals can be adjusted depending on weather conditions to maximize battery life.

Xylem will provide wastewater network optimization and oversight through our knowledge of the City and team's strategy for meeting these goals.

While our approach is expanded upon in the next section, the general steps that will be taken in this project are outlined below:

- Deploy sensors
- Calibrate model
- Perform capacity analysis
- Quantify I&I
- Build a CIP from capacity analysis
- Deploy monitoring system
- Deploy dashboards for sewer main cleaning
- Develop further dashboards, to include:
  - Two Detention Tanks
  - Five Interceptor Profiles
  - 31 Lift Stations, including:
    - General LS overview screen
    - LS map overview over GIS
    - General LS insight screen
    - LS pump stats
    - LS plans and documents
    - LS alarms

**City of Denton**

Xylem Vue Monitoring and Prediction Services

**PROJECT APPROACH****TASK 1 - PROJECT MANAGEMENT**

Effective project management is essential to the successful execution of this initiative. Xylem will provide comprehensive administrative oversight, including detailed invoicing and regular progress meetings to ensure transparency and alignment with project goals. Each meeting will be supported by structured agendas and documented minutes to facilitate clear communication and accountability. Additionally, Xylem will maintain and regularly update a project schedule that outlines all tasks, tracks completed milestones, and forecasts estimated completion dates based on current progress. This proactive approach ensures that all stakeholders remain informed and that the project stays on track throughout its lifecycle.

**TASK 2 - SOFTWARE INSTALLATION**

Xylem's advanced digital infrastructure for the City of Denton will be anchored by the Xylem Vue platform, which enables comprehensive monitoring, analysis, and decision support across the entire wastewater network. Through Unified Network Management, the platform will integrate real-time data from newly installed collection system sensors and existing facility sensors within the City's SCADA system, alongside GIS data layers. This integration will support a suite of interactive dashboards, including a citywide sensor map, individual sensor time-series views, and detailed facility screens for critical assets such as storage tanks and lift stations. A schematic dashboard will visualize 31 lift stations, while up to five interceptor profilers will provide profile views of major sewer interceptors, highlighting key connections and overflow points. Additional dashboards will support infiltration and inflow (I&I) analysis, scheduled and reactive maintenance tracking, and predictive alerts for sanitary sewer overflows (SSOs).

Data Source Connectivity:

At the heart of the Xylem Vue platform is the Smart Water Engine, which provides users across the utility with a single holistic environment from which they can not only manage operational data, assets, and IoT devices, but also create customized views within the platform to meet unique system needs. All of which results in a unique source of information for modular applications, which provide operational intelligence in the form of real-time monitoring, alerts, and suggested actions to ensure optimal system-wide efficiency.

The following data sources will be connected via:

- ABB SCADA-OPC-UA
- Esri API/shapefiles (based on direction from city and may be subject to difference in price)
- AMI/AMR metering data-API
- LIMS/WIMS
- Plant SCADA data - TBD

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### **TASK 2 IMPLEMENTATION DELIVERABLES:**

- Deployment of cloud environment of Smart Water Engine (SWE) and Unified Network Management Wastewater
- Initial Domain Master Data (DMD) configuration and necessary master data upload
- Integration of GIS layers into the Xylem Vue platform (pipes, valves, connections, etc.) and rest API layers
- Integration of key real-time data sources that have standard communication protocols (SCADAs with OPC UA/DA, IoT sensors or solutions with API endpoints, IoT sensors via SFTP, historians, etc.)
- Initial review and classification of data dictionary with client and/or vendor(s)
- Initial batch import of existing alerts on key variables/ tags
- Initial configuration of front end interface, permissions, hierarchies, and alerts
- Configuration of a dashboard with all alerts (active, past, inactive, etc.)
- The assumed number of signals to process is up to 50,000
- Initial customization / configuration of up to 100 screens and simple dashboards defined during in-person requirements gathering. The number of screens change by deployment size, and they include combination real-time variables or derived variables for KPI monitoring.
- One week of remote training
- Maximum of one version upgrade per year for Cloud deployments

### **NOT INCLUDED IN TASK 2 SCOPE:**

- Integration of legacy systems without relatively standard communication protocols (more than 20 years old)
- Integration (in/out) with existing work order system in utility to generate service orders automatically
- Integration (in/out) with existing work order system or CIS system in utility to generate service orders automatically
- Customization of alerts and dashboards based on customer consumption and/or usage data beyond the standard alerts provided.
- New vendors' data parsers
- Implementation of customized advanced algorithms and/or machine learning for decision-support. (e.g., Optimization of pumping scheduling to minimize energy consumption)
- Advanced algorithms predicting equipment failure (pumps, wells, etc.) based on a pumping curve and external factors (temperature, vibration, etc.)
- Automated data cleansing/filtering algorithms to cure data input in real-time based on rules and statistics
- In general, any customized advanced algorithm that can support the operations in near real-time
- Any third-party fees needed for the development of APIs, or data availability to Xylem

All additional services will be charged separately at a fee to be agreed upon with the City.

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Xylem Vue Monitoring and Prediction Services

**TASK 3 - DEPLOY ONLINE SENSORS**

**Task 3.1 - Metering Plan & Installation**

Xylem will develop a plan for a distributed sensor network to support the use cases described in this approach. Sensor selection and configuration will be tailored to the unique conditions identified for each monitoring location. Prior to installation, the Xylem team will conduct thorough site investigations to ensure proper placement and functionality.

A total of 43 monitoring locations is proposed to provide sufficient coverage of Denton’s collection system for the hydraulic model development and system capacity analysis. Some alternative installation kits are included below to provide flexibility in planning the sensor deployment. The Xylem team will work with Denton to minimize deployment costs while ensuring consistent data quality with the most appropriate equipment for each monitoring location.

Installation Kit	Components	Quantity
Flow Monitoring Option 1	ISCO 2150 Area Velocity Meter, Mounting Hardware, RTU, and In-Road Antenna	25
Flow Monitoring Option 2	ISCO Duratracker, Mounting Hardware, RTU, and In-Road Antenna	N/A
Flow Monitoring Option 3	Flow-Tronic Beluga Area Velocity Meter, Mounting Hardware, RTU, and In-Road Antenna	N/A
Level Monitoring	APG MNU-IS Ultrasonic Level Sensor, RTU, and In-Road Antenna	10
Rainfall Monitoring	Global Water Rain Gauge, RTU, antenna, and installation hardware	8

After site inspections are complete and the final locations are confirmed with Denton, HESCO will install remote terminal units (RTUs), flow meters, level sensors, and rain gauges that are procured directly by Xylem and owned by the City of Denton. HESCO’s technicians have experience with installation and maintenance of a variety of brands and types of sensors. HESCO, as a key part of the Xylem Team, employs experienced and competent professionals who have a track record of excellent performance in this field. All installation activities – including work orders, site documentation, and sensor commissioning – will be recorded in a centralized work order management system to support transparency and future maintenance planning.

Following initial installation, it is anticipated that any areas of interest, such as those displaying high infiltration or surcharging receive further coverage either from moving of existing devices or new equipment. Meter re-location services and the procurement, installation, and maintenance for equipment beyond the initial 43 locations are outlined under optional

tasks in the pricing section.

**Task 3.2 - Maintenance**

As part of Xylem’s commitment to ensuring the long-term reliability and performance of the City of Denton’s sewer monitoring infrastructure during the modeling calibration period, this proposal includes one year of scheduled maintenance with visits once per month provided by HESCO.

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Additionally, HESCO will provide optional, in-depth training sessions for City personnel on the maintenance of sensors and RTUs. While the training is designed to establish a strong foundation for future performance and continuing education, it does not guarantee the operational proficiency of individual trainees. However, it equips City staff with the essential knowledge and skills needed to support ongoing system management and lays the groundwork for a sustainable, City-led maintenance program.

**Task 3.3 - Ongoing Monitoring and Maintenance**

Following the initial data collection period (1 year) to support model calibration, the need for a long-term flow monitoring program will be evaluated in partnership with the City. This could include continued maintenance and monitoring at the locations already installed or monitoring at new locations within the network. Objectives for a long-term monitoring program may include:

- Additional data collection for further model refinement
- Increasing operators' understanding of system dynamics and wet weather response
- Monitoring of "problem areas" within the network to provide early warning and inform the City's maintenance activities
- Monitoring to inform operation of existing controls
- Monitoring to inform proposed real-time control strategies recommended on this project
- Monitoring to support regulatory reporting requirements

Continued monitoring would make use of the metering equipment already purchased and the data collection and visualization platform already in place (Xylem Vue). Once an approach is approved by the City, Xylem will develop a plan for relocating any meters as necessary (relocation costs outlined under optional tasks) and any metering equipment not reused will be provided to the City for storage. Under the proposed budget, the Xylem team will provide telemetry service, data QA/QC, and meter service for up to 43 meters for up to 4 years after the initial data collection period.

**TASK 4 - HYDRAULIC MODEL DEVELOPMENT & SYSTEM CAPACITY ANALYSIS/PLANNING****Task 4.1 - Develop and Calibrate the Hydraulic Model**

Xylem will conduct a comprehensive evaluation and enhancement of the City of Denton's hydraulic model to support both current system understanding and future planning. This effort will begin with exporting the current hydraulic model from the Bentley SewerGems software to EPA SWMM. EPA SWMM is an open hydraulic model that supports dynamic simulation of both open channel and pressurized flow in collection systems. The existing hydraulic model uses the unit hydrograph method for simulating infiltration and inflow, which is fully supported by SWMM. Following export to EPA SWMM, the model will be thoroughly reviewed for completeness and compared against historical metering data to confirm an accuracy that is consistent with what was presented in the 2023 Wastewater Master Plan. Xylem will use flow data collected in Task 3 (Sensor Deployment) to validate or re-calibrate the following for each metered sewer shed:

1. Base sewer flow and accompanying dry-weather flow patterns
2. Seasonal groundwater infiltration rates due to fluctuations in the groundwater elevations
3. Monthly RTK values that approximate rainfall derived inflow and infiltration (RDII) rates

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The model will be calibrated to at least one dry weather period and at least four principal storms, each with the strongest observed RDII response in each metered season. Calibration performance will be evaluated both qualitatively and quantitatively according to guidance from the Chartered Institution of Waste and Environmental Management (CIWEM).

Following calibration, future dry weather flows will be projected based on anticipated population growth and will be used to construct a future conditions model that enables build-out scenario analysis. The build-out scenarios will not consider impacts to hydrology from changes in land use since the unit hydrograph method (RTK values) leveraged by the model do not support that kind of analysis. However, increases in dry weather flow will consider peaking factors in line with local design criteria to approximate future I&I from larger contributing areas and an increased number of service connections.

After the calibration effort is completed, the calibrated SWMM model and an accompanying technical memo describing the calibration approach and validation results will be delivered.

**Task 4.2 - Perform Capacity Analysis**

The model will be used to evaluate system capacity in existing and future dry weather conditions in various wet weather events. Simulations will be run of historically large rainfall events measured at Denton Municipal Airport and Dallas Fort Worth International Airport, as well as the 1- 5- 10-, and 25-year design storms using the SCS Type III 24-hour rainfall distribution. Optionally, Xylem may also develop future synthetic rainfall distributions considering anticipated changes in climate patterns within The City's planning horizon. Following the simulations, thematic maps will be delivered that illustrate the magnitude of simulated surcharging and flooding in each simulation to drive discussions of which areas of the system might be capacity limited under mild to extreme wet weather conditions.

**Task 4.3 - Quantify and Visualize I&I Across the Sewer System**

Xylem leverages historical flow information at lift stations and online sensors in the collection system, as well as past precipitation, to perform an I&I analysis. This includes estimating dry-weather flow components, such as base infiltration, groundwater infiltration, and base wastewater flow. Then the team will compare total meter flow to the estimated dry weather flow patterns to understand rainfall derived inflow and infiltration (RDII). Outcomes of this I&I analysis will enable quantification of I&I across the sewer system, improved understanding of potential I&I sources, and estimation of I&I for future events. These insights will be delivered via an I&I dashboard to visualize areas of the sewer system that experience a high degree of I&I and inform prioritization for remediation efforts.

If AMI data by sewer basin becomes accessible in the Xylem Vue platform during a later project phase (Optional Task 4.3.2), I&I quantification will be refined for greater accuracy via hourly water usage data to estimate mass balances by area. This will allow the City to quantify current I&I levels, estimate current I&I in near real-time (e.g., during rain episodes and dry weather), and quantify the effect of I&I remediation actions. This refinement of the I&I analysis with additional data is included as an optional task in the pricing section.

**Task 4.4 - Alternatives Analysis**

Xylem will perform up to five (5) engineering alternatives analyses to evaluate potential improvements such as coordinated control across existing sewer assets, additional storage (off-line and/or in-line), conveyance upgrades, or pipe rehabilitation. The focus and scope of each alternative analysis will be jointly decided between the City and Xylem, covering the region of interest in the sewer system, existing or new infrastructure to be considered, storm events to evaluate, and objectives to be assessed. Xylem

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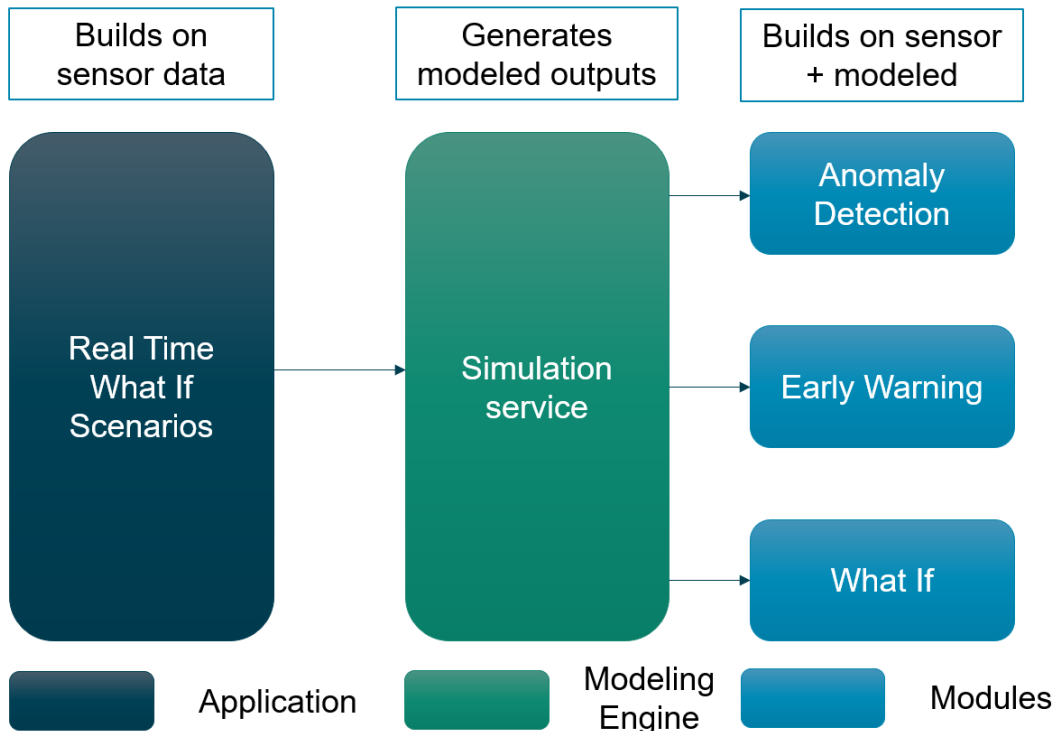
will perform computational optimization analysis for up to three (3) alternatives. An optimization analysis would include hydraulic model simulations with different combinations of decision variables and evaluation of objectives. An example of this could include testing combinations of off-line storage volumes for five tanks simultaneously, while evaluating hydraulic impact on the sewer system and capital costs.

Each alternative will be assessed for hydraulic performance, regulatory compliance, and cost-effectiveness, with planning-level cost estimates provided to support comparison with the City’s current capital improvement planning efforts. The model scenarios developed for Task 4.2 will be used to evaluate the performance of various alternative solutions under increasingly stressful hydrologic conditions, and a cost-benefit analysis will facilitate the City in prioritizing spending in their capital improvement plan.

The team will deliver a summary technical memo to document the outcomes of the model calibration and alternatives analysis. Alternatives will be presented as conceptual designs that will need to be refined during the detailed engineering design phase.

**TASK 5 - SEWER MONITORING & PLANNING SYSTEM**

To combine the results of the modeling analysis and real-time data for a more sophisticated sewer monitoring and planning, the Real Time What If Scenarios (RTWIS) application will be installed on the city of Denton’s instance of Xylem Vue. Real Time What if Scenarios is central to sewer management in Xylem Vue, with modules available to expand beyond core monitoring and response needs into early warning and anomaly detection. The diagram below has been included to show the progression through these functions as more complex needs are addressed.



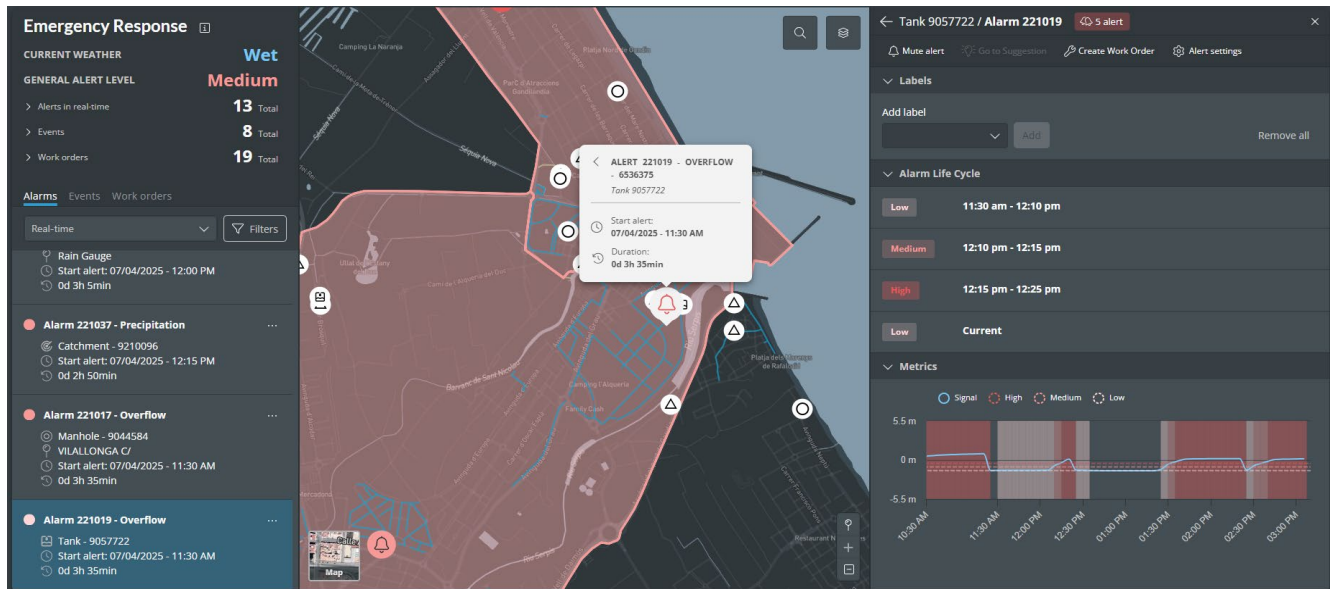
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Core functionality includes the following:

- Map views showing network layout and sensor locations
- Visualization of current sensor readings
- Setup of threshold alarms
- Alarm prioritization
- Alarm notifications

The initial deployment of this application may begin once the SWE installation is complete in Task 2.



## Task 5.1 - Anomaly Detection Module

With expected sewer levels and flows from hydraulic models, automated alerts can be configured and triggered based on deviations between expected (modeled) behavior and observed (sensor) data in the Anomaly Detection module. Potential reasons for such deviations might include blockages, collapses, pump failures, infiltration, misconnections etc.

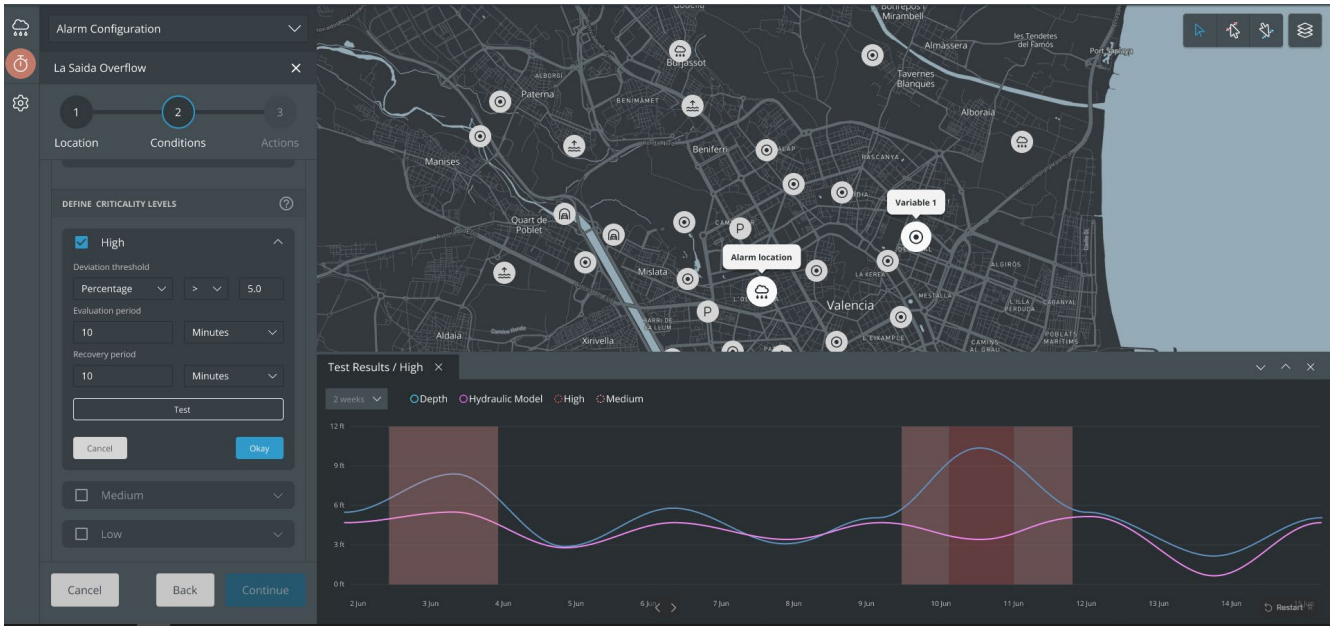
Users in the module can manually configure the different comparison alarms to be triggered, or have this done by Xylem as part of the project. The key here is that these can also be updated directly as more data becomes available and comparisons are refined.

Functionality in the Anomaly Detection module includes:

- Comparison alarm configuration
- Automated comparisons between two timeseries of choice
- Automated alert notifications when deviations trigger for a minimum period
- Commenting functionality to provide overview of actions taken
- Alarm state management
- Map indicator of anomaly locations
- Graphing of comparisons with alarm periods and severity shown

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### Xylem Vue Monitoring and Prediction Services

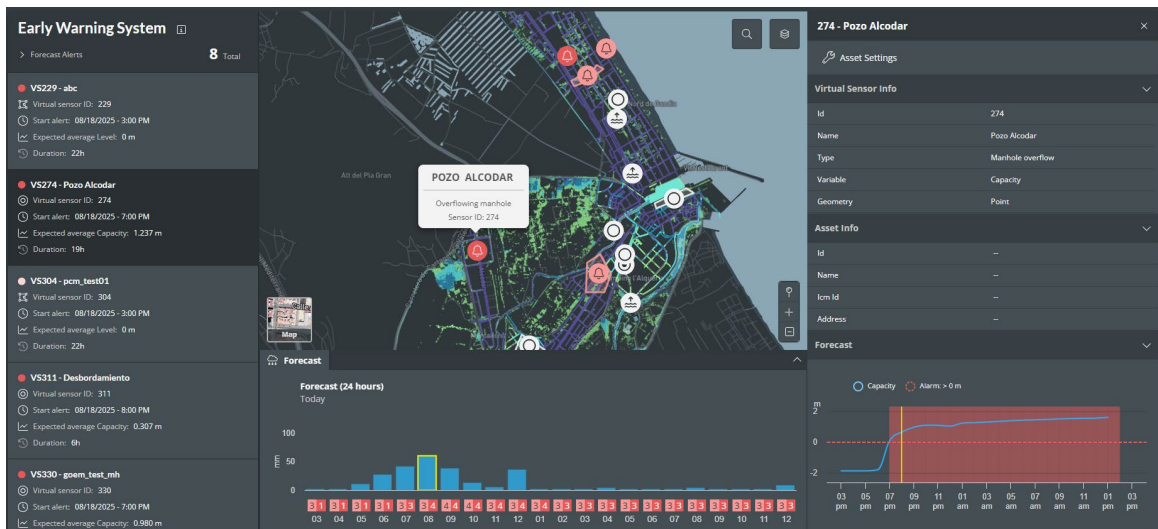


## Task 5.2 - Early Warning Module

Once the hydraulic model has been calibrated, this could also be run in near real time using the Early Warning module, expanding out from the core Real Time What If functionality. When enabled, this module allows for the integration of sensor, SCADA, and rainfall data with the hydraulic model. Once set up, regular simulations are enabled with rainfall forecasts to predict likely points of overflow or surcharge, giving operations advance warning of areas likely to suffer overflows (including the expected time of overflow based on latest rainfall forecasts).

Functionality in the Early Warning module includes:

- Direct integration of rainfall observations, forecasts, levels and the hydraulic model
- Regularly scheduled early warning simulations
- Simulation outputs which give expected levels and flows throughout the network
- Alerts of expected overflow locations, or those exceeding utility alarm thresholds as a result of forecasted conditions



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### Task 5.3 - What If Module

The What If module is an enabler for the scenario testing. It allows users such as network operators to change controls for “what if” testing. This might include changes in pump station behavior, weir height changes, or valve/slucice changes in operation. Using the amended settings provides outputs to indicate their impact. Specifically in relation to capacity, it is also possible to add point inflows, with the potential to represent new developments or other inflow sources in such assessments.

Functionality in the What If module includes:

- Scenarios creation from any base model scenario (could include design storms)
- Rainfall modification to scenarios
- Control modifications for control structures
- Views of the results generated under new scenarios
- List of previously run scenarios for viewing – this is described in more detail in Task 5.4.

The screenshot displays the 'What-If Scenarios' application interface. On the left, there are several configuration panels: 'Boundary conditions', 'Date & Time Conditions' (set to 08/18/2025, 3:00 PM, 24 hours), 'Weather Conditions', 'Rainfall', and 'Initial Conditions' (Puerto Gandia Z1). The central part of the interface is a map showing a city layout with several pump stations marked with 'P' icons. A tooltip for a pump station 'PUMP\_9321059' is visible, showing its name and ID 'ZONA\_1\_TESTS\_PUMP\_4302952.2'. On the right, a detailed view of the asset 'Zona\_1\_tests\_Pump\_4302952.2' is shown, including its asset ID, Dmd ID, type (FIXPMP), name, base level, on/off levels, discharge rate, and real-time controls. The asset scheduler is set to 'From 8:00 PM to 9:00 PM' with an 'Asset status: OFF'.

### Task 5.4 Dashboard for CIP Map and Capacity Analysis

Building from the model calibration effort and capacity analysis, this process will provide base scenarios that users can run tests on using the Real Time What If Scenario (RTWIS) application. Within the application, users will be able to provide flow profiles for new connection points on demand and evaluate their impact compared to the base scenario. Should it be desired, design storm scenarios can also be provided in the base case, allowing evaluation of point inflows (which might be the expected flow profile from a new development connecting to the existing system) against these.

Use of the CIP map dashboard will allow users to evaluate the impact of increased flows on the system and guide in decision-making. Xylem will perform model calibration, capacity analysis, and new uploads to the RTWIS application once each year to use updated system monitoring data and ensure the model is up-to-date with system conditions. Reports on the capacity analysis will be delivered each year.

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**TASK 6 - PLANT MANAGEMENT****Task 6.1 Professional Services for Designing the Plant Management Application**

Under this task, Xylem will design the implementation of the Plant Management application for the City of Denton's new Wastewater Treatment Plant (WWTP). Xylem will define how the Plant Management application will be built to support and optimize plant operations through visualizations, alarms, reports, and intelligent operational recommendations. Xylem will also provide recommendations for the facility design to support implementation and enhance the effectiveness of the Plant Management application. This will be informed by a thorough review of the Basis of Design (BOD) documentation and coordination with the plant's design consultant.

This phase will begin with a detailed review of the BOD documentation and a collaborative workshop with the City of Denton. The workshop will focus on understanding the City's operational goals, key performance metrics (KPIs), and expectations for the Plant Management application. The insights gathered will guide the development of a tailored implementation strategy.

Xylem will then develop the implementation plan. This will include several components:

- Proposed System Architecture  
This will outline how the application will interface with plant systems and data sources
- Proposed Screen Mock-ups  
This will show how the standard Plant Management screens could be configured for the City of Denton (see details in **Task 6.2**). Under the alerts section, Xylem will identify alerts that could be configured for the WWTP to support process monitoring. Under the reports section, Xylem will identify reports that could be configured to streamline the City's workflows. Xylem will also include up to three custom screens to be specifically designed for the plant's unique needs.
- Schedule  
A proposed schedule for implementation will be developed considering the City's timelines
- Identification of Optimization Opportunities  
The Plant Management application can be configured to include optimization modules. These are powerful tools that leverage the available data and various algorithms to generate operational recommendations that maximize performance with respect to the City's KPIs. Xylem will identify opportunities to develop such operational recommendations for up to two plant processes. Xylem anticipates use of their "Sense Control" algorithms, which do not require process modeling.

Throughout the process, Xylem will seek feedback from City stakeholders to ensure that the proposed implementation meets the City's needs.

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Concurrently, Xylem will develop recommendations for the City of Denton and the design engineer to consider incorporating into the plant design. These recommendations will be focused on sensing and data acquisition, and may serve several purposes, including:

- Identifying hardware and IT needs to support data acquisition
- Identifying additional monitoring needs to collect data to be used by the platform for visualizations, alerts, and reporting (examples include process monitoring and energy monitoring equipment)
- Identification of additional monitoring needs to collect data to be used by the platform for optimization modules

The implementation plan and the design recommendations will be delivered in a technical report and presented to the City and the design engineer for review and input. Subsequently, Xylem anticipates one round of additional review of BOD documentation. Updates to the report will then be made to ensure alignment with the final design. This final deliverable will provide an actionable path forward for deploying the Plant Management application to optimize operations at the new WWTP. This scope ensures that the City of Denton receives a comprehensive, customized plan for leveraging Xylem Vue’s Plant Management capabilities to enhance operational efficiency, situational awareness, and decision-making at their new wastewater facility.

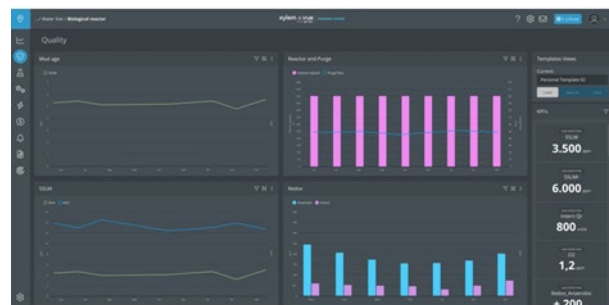
**Task 6.2 Plant Management Deployment**

*Dashboard Overview:* The Overview Dashboard is a central feature of the Plant Management solution designed to provide operators with a comprehensive, real-time view of the plant’s key performance indicators (KPIs). This interface consolidates critical data—such as inflow and effluent volumes, water quality, energy consumption, and sludge production—into a single, easy-to-read screen. By bringing all essential metrics together, the dashboard empowers teams to detect issues early, make proactive decisions, and maintain efficient, compliant operations across all systems. This holistic visibility significantly enhances situational awareness and supports smarter, data-driven plant management.



Overview Dashboard

*Quality Section:* Another feature of Plant Management is the real-time monitoring of water quality performance. This allows operators to visualize the evolution of key quality parameters such as effluent quality, sludge age, reactor performance, redox conditions, and nutrient concentrations. The dashboard combines time-series charts with clearly defined KPIs for each process, enabling fast and informed decision-making. Users can also customize



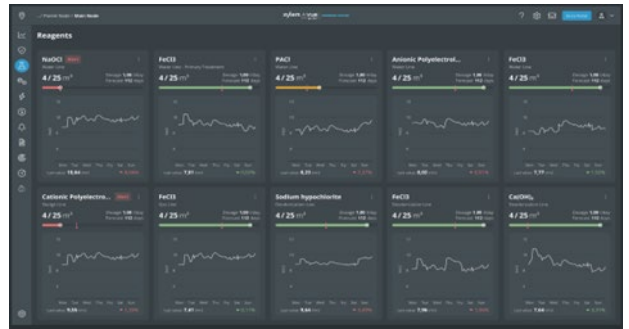
Quality Section

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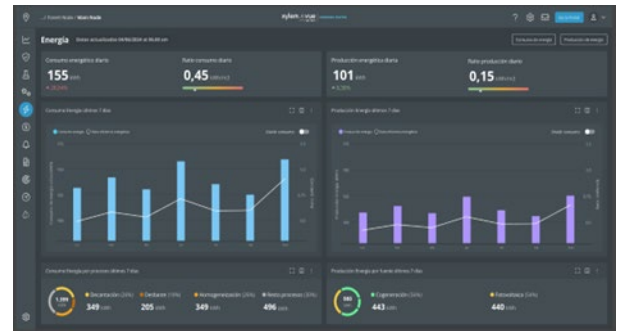
templates based on their operational roles, and the system automatically generates graphs and real-time values for each monitored indicator. This functionality ensures continuous tracking of plant performance and supports proactive management of treatment efficiency and compliance.

*Reagent Section:* Another functionality of Plant Management is the real-time monitoring of chemical reagent consumption. This module provides a clear and centralized view of all reagents used in different stages of the treatment process—such as disinfection, coagulation, flocculation, and sludge treatment. Each reagent is tracked individually, with information on current dosage, daily usage trends, and forecasted stock duration. Alerts are generated automatically in case of anomalies, such as overconsumption or unexpected drops in usage, helping operators react quickly to avoid inefficiencies or supply shortages. It also includes intuitive visualizations that show both historical usage patterns and forecasted consumption, allowing teams to quickly detect deviations and adjust strategies accordingly. By offering this level of insight, the module supports better inventory management, helps avoid shortages or overuse, and contributes to cost optimization and process stability across the treatment plant. By enabling proactive chemical management, this feature supports better cost control, ensures process stability, and contributes to more sustainable plant operations.



*Reagent Section*

*Energy Management:* Plant Management includes an Energy Monitoring feature that offers a clear and comprehensive view of the plant’s real-time energy consumption and production. It tracks key metrics such as daily energy usage, specific consumption per cubic meter of treated water, and overall energy efficiency. With intuitive graphs displaying trends over the past seven days, operators can easily identify fluctuations, detect inefficiencies, and make informed decisions to optimize performance.



*Energy Section*

The system also breaks down energy consumption by process and production by energy source, offering deeper insights into where and how energy is used or recovered within the plant. By providing this level of detail, the module enables operators to optimize energy performance, reduce costs, and move toward more sustainable operations—all while ensuring the plant continues to meet its performance and regulatory targets.

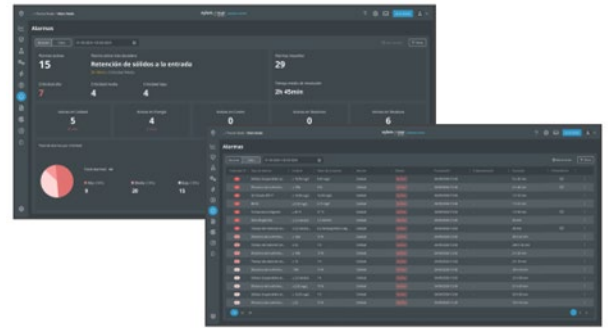
*Alarm Management:* Plant Management includes an Alarm Management feature which provides operators with a clear and structured overview of all active and historical alarms within the plant. Alarms

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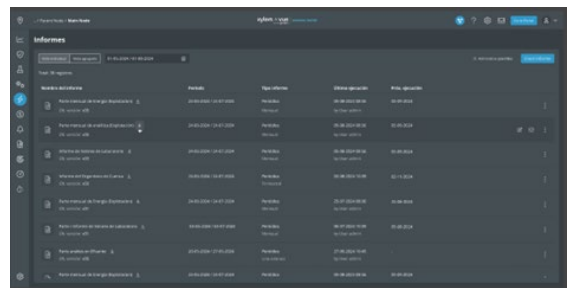
are automatically categorized by criticality level (high, medium, low) and process section (quality, energy, reagents, waste, etc.), helping teams quickly identify where attention is needed most. The interface displays key information such as alarm duration, resolution time, and the most frequent or longest-running issues, enabling better prioritization and faster response times.

Through real-time monitoring and visual indicators including graphs and statistics, this module supports efficient troubleshooting and risk mitigation. By consolidating all alarm-related data in one place, it enhances situational awareness, helps ensure regulatory compliance, and supports continuous improvement of plant operations.



*Alarm Section*

*Report Section:* Finally, Plant Management offers the possibility of automating the generation of reports related to any system process and exporting them in a predefined format adapted to the user's needs. Reports are automatically generated in standardized formats, ensuring consistency and saving valuable time for plant staff. Users can access, review, and export reports directly from the interface, making it easy to share insights across teams or with external stakeholders. This feature supports transparent performance monitoring, helps with regulatory compliance, and facilitates data-driven decision-making.



*Report Section*

**Task 6.3 Optimization Implementation**

Plant Management provides process optimization through targeted applications. Xylem Vue provides a suite of specialized micro-solutions designed for advanced process automation and resource management in wastewater treatment plants (WWTPs). These micro-solutions can be tailored to the user profile, whether operator, area manager, or manager, displaying the most relevant KPIs for each role.

Under this task, Xylem will build operational recommendations for the WWTP. Our wastewater treatment and data science experts have experience with implementing a variety of approaches for process control optimization at treatment facilities. This scope anticipates using an optimization approach we call “Sense-Control”. This approach does not require a traditional process control model and can be applied to optimize various treatment processes with respect to key objectives identified by the City. Under Task 6.1, Xylem will have identified optimization opportunities within the plant and conceptualized a proposed approach for optimizing two plant processes. Under this task, Xylem will develop and implement the optimizations. This scope may be reevaluated following the investigation done in Task 6.1, based on the processes and approach(es) identified. The outcome of this task will be fully deployed micro-solutions providing measurable improvements in efficiency and performance. Xylem will provide City staff with training in the use of the modules.

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**TASK 6.2.2 IMPLEMENTATION DELIVERABLES:**

- Project management activities – A project manager will be assigned for project coordination with the City of Denton, Xylem’s team, and the internal implementation taskforce.
- Initial review and classification of data dictionary with client and/or vendor(s) – An initial data assessment will be conducted to validate all available data sources and refine the proposed integration mechanisms.
- Customize and put into production up to 50 Real-time dashboards and operational analytics screens coming from different sources of real-time information in the plant
- Up to 50,000 tags will be integrated
- Historical Data upload
- Access to the system for unlimited users and technical support
- Five days of in-person training

**NOT INCLUDED IN TASK 6 SCOPE:**

- Third-party fees needed for the development of APIs, or data availability to Xylem Vue
- Configuration of PLC Control Logic
- New vendors data parsers
- BIM Model integration
- Integration of legacy systems without relatively standard communication protocols (20+ years old)
- Implementation of customized advanced algorithms and/or machine learning for decision-support.
- Water demand/flow projections based on time series and external data (rain, temperature, etc.)
- Optimization of operations to minimize water quality emergencies
- Advanced algorithms to predict equipment failure (pumps, lift stations, etc.) based on a pumping curve and external factors (temperature, vibration, etc.)

All additional services will be charged separately at a fee to be agreed upon with the City.

**TASK 7 - DEPLOY DRINKING WATER APPLICATIONS****Task 7.1: Leak Detection and Unified Network Management Water**

Leak Detection is a functional application that helps hundreds of utilities monitor, report, and optimize non-revenue water, real water losses and system leaks, aggregated water usage, and water distribution pressures. It integrates aggregated analytics from the entire water distribution system and provides granular analytics by district metered areas (DMAs) or pressure zones (PZ).

Leak Detection applies AI and machine learning algorithms to estimate non-revenue water levels in real-time and for historical data. The module generates alarms for potential system leaks and water main breaks, projects water demand and productions by DMA, and generates notifications when minimum night flows, pressures, or other key indicators suggest a potential leak.

While DMAs are currently undefined for Denton, the Leak Detection application may be deployed with an overall water mass balance for the city. As the program progresses, Xylem will work with Denton to design vDMAs and recommend meter deployments to fill data gaps. For a system with approximately 634 miles of water distribution pipe, Xylem estimates up to 15 vDMAs. The exact number of vDMAs will

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be determined after a further evaluation of Denton's hydraulic model. The vDMA design approach and locations will be delivered in a technical memo.

During this task, the Unified Network Management application will also be updated with overview dashboards for the drinking water system.

**Task 7.2: Meter Data Analytics**

Meter Data Analytics is a near real-time analytical module that leverages advanced meter infrastructure (AMI) and automatic meter reading (AMR) information from any metering technology or platform provider. The module makes it easy to access all AMI information at any point in time, independently of what metering technology it is using, and also provides advanced artificial intelligence (AI) and machine learning (ML) analytics to detect deviations from historical patterns, anomalies, and leaks, and also to segment your customers according to different types of behavior (irrigation, swimming pool filling, seasonal behavior, etc.).

The Meter Data Analytics module automatically collects information from smart meters, performs comprehensive data cleansing through AI algorithms, and analyzes each customer's consumption history. It also utilizes data from other systems such as the CIS, CMMS, and others through the Smart Water Engine to allow for more comprehensive analysis and event detection.

The software installation in Task 7 builds on the previous deployment of SWE and Unified Network Management.

**TASK 7 IMPLEMENTATION DELIVERABLES:**

- Deployment of cloud environment of Meter Data Analytics and Leak Detection
- Integration of water GIS layers into the Xylem Vue platform (pipes, valves, connections, etc.) and rest API layers
- Integration of key real-time data sources that have standard communication protocols (SCADAs with OPC UA/DA, IoT sensors or solutions with API endpoints, IoT sensors via SFTP, historians, etc.)
- Initial review and classification of data dictionary with client and/or vendor(s)
- Initial batch import of existing alerts on key variables/ tags
- Initial configuration of front interface, permissions, hierarchies, and alerts
- Provide an integrated dashboard with all alerts (active, past, inactive, etc.)
- Integration of up to 60,000 metered connections for drinking water
- Import of DMA/ vDMA geometry into solution as an additional layer
- Integration of real-time data from flow meters, SCADAs (tank level changes, water production, inflow, etc.) to calculate net inflow into DMAs
- Integration of real-time data from pressure meters within DMAs/vDMAs
- Integration of smart metering meter readings for water consumption calculation. Integration of supported acoustic sensor alerts to predict leaks' location
- Configuration and validation of DMAs main KPIs with real-time variables (net inflow calculations, aggregated consumptions, pressure, non-revenue water, estimated water loss, etc.)
- Configuration of alerts and smart bands on minimum night flows, non-revenue water, customer leaks, pressure deviations, etc.
- Configuration of standard analytics and alerts calculated by Meter Data Analytics based on historical consumption and other parameters.

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- Customer satisfaction: flow rate leak, large customer leak, normalized leak
- Smart Metering Performance: meter communication issues, low meter performance for x days
- Reading issues: impossible reads, exceeded time delay, stopped reading insertion.
- Consumption-related: Excessive consumption, unexpected consumption, Insufficient consumption
- Conflict on asset installation.
- Configuration of hardware-related alarms coming from supported meter manufacturers
- Integration of key CIS information for characterization of alerts
- One week of remote training
- Project management activities
- Maximum of one version upgrade per year for Cloud deployments

### **NOT INCLUDED IN TASK 7 SCOPE:**

- Integration of legacy systems without relatively standard communication protocols (more than 20 years old)
- Integration (in/out) with existing work order system in utility to generate service orders automatically
- Integration (in/out) with existing work order system or CIS system in utility to generate service orders automatically
- Customization of alerts and dashboards based on customer consumption and/or usage data beyond the standard alerts provided.
- New vendors data parsers
- Implementation of customized advanced algorithms and/or machine learning for decision-support. (e.g., Optimization of pumping scheduling to minimize energy consumption
- Water demand/flow projections based on time series and external data (rain, temperature, etc.)
- Optimization of pressure to minimize water loss and improve customer experience
- Optimization of operations to minimize water quality emergencies
- Advanced algorithms predicting equipment failure (pumps, wells, etc.) based on a pumping curve and external factors (temperature, vibration, etc.)
- Automated data cleansing/filtering algorithms to cure data input in real-time based on rules and statistics
- In general, any advanced algorithm that can support the operations in near real-time
- Any third-party fees needed for the development of APIs, or data availability to Xylem

All additional services will be charged separately at a fee to be agreed upon with the City.





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**PRICING**

**One-Time Fees**

<b>SEWER NETWORK SCOPE OF WORK (ONE-TIME FEES)</b>	<b>BASE PRICE</b>	<b>DISCOUNTED PRICE FOR 5 YEAR CONTRACT</b>
<b>Task 1 - Project Management</b>	\$90,577	\$87,860
<b>Task 2 - Software Installation</b>	See subtasks	See subtasks
Task 2.1: Professional Services/Data Connections for Smart Water Engine	\$253,732	\$246,120
Task 2.2: Unified Network Management - Wastewater	\$127,557	\$123,730
Task 2.3: Software Training and Support	\$28,041	\$27,200
<b>Unified Network Management SaaS Year 1</b>	\$32,546	\$31,570
<b>Unified Network Management SaaS Year 2</b>	\$32,546	\$31,570
<b>Unified Network Management SaaS Year 3</b>	\$32,546	\$31,570
<b>Unified Network Management SaaS Year 4</b>	\$32,546	\$31,570
<b>Unified Network Management SaaS Year 5</b>	\$32,546	\$31,570
<b>Task 3 - Deploy Online Sensors</b>	See subtasks	See subtasks
Task 3.1: Installation	\$237,608	\$230,480
Task 3.2: Maintenance Year 1 for up to 43 sites	\$595,361	\$577,500
Task 3.3: Optional Ongoing Maintenance Years 2-5 for up to 43 sites	\$1,851,649	\$1,796,100
<b>Task 4 - Hydraulic Model Development &amp; System Capacity Analysis/Planning</b>	See subtasks	See subtasks
Task 4.1: Develop and Calibrate the Hydraulic Model	\$41,196	\$39,960
Task 4.2: Perform Capacity Analysis	\$16,546	\$16,050
Task 4.3: Quantify I&I Across the Sewer System	\$28,216	\$27,370
Task 4.4: Alternatives Analysis	\$143,598	\$139,290
<b>Task 5 - Sewer Monitoring &amp; Planning System</b>	See subtasks	See subtasks
Task 5.1: Anomaly Detection	\$20,309	\$19,700
Task 5.2: Early Warning System	\$10,155	\$9,850
Task 5.3: What If Scenarios	\$38,660	\$37,500
Task 5.4: CIP Map & Capacity Analysis	\$80,732	\$78,310
<b>RTWIS-WW SaaS Year 1</b>	\$44,165	\$42,840
<b>RTWIS-WW SaaS Year 2</b>	\$44,165	\$42,840
<b>RTWIS-WW SaaS Year 3</b>	\$44,165	\$42,840
<b>RTWIS-WW SaaS Year 4</b>	\$44,165	\$42,840
<b>RTWIS-WW SaaS Year 5</b>	\$44,165	\$42,840
<b>Task 6 - Plant Management</b>	See subtasks	See subtasks
Task 6.1: Professional services for sensor data and recommendations for Plant Management	\$146,753	\$142,350
<b>ONE-TIME FEES SUBTOTAL:</b>	<b>\$4,094,247</b>	<b>\$3,971,420</b>
<b>Cumulative Five-Year Contract Total:</b>	<b>N/A</b>	<b>\$3,971,420</b>

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<b>ADDITIONAL SERVICES AS AUTHORIZED BY CITY (ONE-TIME FEES)</b>	<b>BASE UNIT PRICE</b>	<b>DISCOUNTED UNIT PRICE FOR 5 YEAR CONTRACT</b>	<b>QUANTITY<sup>1</sup></b>	<b>TOTAL PRICE</b>
<b>TASK 3 - Deploy Online Sensors</b>				See subtasks
Re-locate sensors	\$1,361	\$1,320	20	<b>\$26,400</b>
Equipment, Installation, and Service for Additional Sites <sup>2</sup>	<b>N/A</b>			<b>\$974,140</b>
<i>Provide and install additional Flow Monitoring Option 1</i>	\$17,154	\$16,639	15	\$249,590
<i>Provide and install additional Flow Monitoring Option 2</i>	\$15,918	\$15,440	2	\$30,880
<i>Provide and install additional Flow Monitoring Option 3</i>	\$9,052	\$8,780	3	\$26,340
<i>Provide and install additional Level Monitoring</i>	\$5,057	\$4,905	20	\$98,100
<i>Provide and install additional Rainfall Monitoring</i>	\$4,542	\$4,406	5	\$22,030
<i>Monthly maintenance for additional 20 flow meters for up to 24 months</i>	\$680	\$660	20*24=480	\$316,800
<i>Monthly maintenance for additional 20 level meters for up to 24 months</i>	\$433	\$420	20*24=480	\$201,600
<i>Monthly maintenance for additional 5 rain gauges for up to 24 months</i>	\$247	\$240	5*24=120	\$28,800
Replacement Equipment Budget	<b>N/A</b>			<b>\$182,340</b>
Replacement RTU batteries	\$365	\$354	40	\$14,160
Replacement RTUs	\$2,010	\$1,950	20	\$39,000
Replacement in-ground antennas	\$132	\$129	20	\$2,570
Replacement ISCO 2150 flow meters	\$13,052	\$12,660	10	\$126,600
<b>Task 4 - Hydraulic Model Development &amp; System Capacity Analysis/Planning</b>	<b>N/A</b>			<b>\$11,840</b>
<i>Task 4.3.2 Refine I&amp;I Analysis with AMI data</i>	\$12,206	\$11,840	1	\$11,840
<b>ADDITIONAL SERVICES SUBTOTAL:</b>				<b>\$1,194,720</b>
<b>Cumulative Five-Year Contract Total:</b>				<b>\$5,166,140</b>

1. Preliminary quantity estimates are provided for budgeting additional services under each task. The actual breakdown of equipment and services will depend on what is authorized by the city.
2. See **Unit Pricing** for more information on individual components.

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Xylem Vue Monitoring and Prediction Services

<b>Optional Additional Services Authorized by the City</b>	<b>BASE PRICE</b>	<b>DISCOUNTED PRICE FOR 5 YEAR CONTRACT</b>
<b>Task 6 - Plant Management</b>	See subtasks	See subtasks
Task 6.2: Deployment of Plant Management	\$150,784	\$146,260
<b>Plant Management SaaS Year 1</b>	\$33,897	\$32,880
<b>Plant Management SaaS Year 2</b>	\$33,897	\$32,880
<b>Plant Management SaaS Year 3</b>	\$33,897	\$32,880
<b>Plant Management SaaS Year 4</b>	\$33,897	\$32,880
<b>Plant Management SaaS Year 5</b>	\$33,897	\$32,880
Task 6.3: Optimization Implementation	\$211,794	\$205,440
<b>Plant Management Optimization SaaS Year 1</b>	\$52,577	\$51,000
<b>Plant Management Optimization SaaS Year 2</b>	\$52,577	\$51,000
<b>Plant Management Optimization SaaS Year 3</b>	\$52,577	\$51,000
<b>Plant Management Optimization SaaS Year 4</b>	\$52,577	\$51,000
<b>Plant Management Optimization SaaS Year 5</b>	\$52,577	\$51,000
<b>Task 7 - DEPLOY DRINKING WATER APPLICATIONS</b>	See subtasks	See subtasks
Task 7.1: Leak Detection Implementation	\$158,474	\$153,720
Task 7.1.2 DMA Design and Configuration (assumes 15 DMAs)	\$36,619	\$35,520
<b>Leak Detection SaaS Year 1</b>	\$36,835	\$35,730
<b>Leak Detection SaaS Year 2</b>	\$36,835	\$35,730
<b>Leak Detection SaaS Year 3</b>	\$36,835	\$35,730
<b>Leak Detection SaaS Year 4</b>	\$36,835	\$35,730
<b>Leak Detection SaaS Year 5</b>	\$36,835	\$35,730
Task 7.2: Meter Data Analytics Implementation	\$104,804	\$101,660
<b>Meter Data Analytics SaaS Year 1</b>	\$18,412	\$17,860
<b>Meter Data Analytics SaaS Year 2</b>	\$18,412	\$17,860
<b>Meter Data Analytics SaaS Year 3</b>	\$18,412	\$17,860
<b>Meter Data Analytics SaaS Year 4</b>	\$18,412	\$17,860
<b>Meter Data Analytics SaaS Year 5</b>	\$18,412	\$17,860
<b>OPTIONAL ADDITIONAL SERVICES SUBTOTAL:</b>	<b>\$1,371,082</b>	<b>\$1,329,950</b>
<b>Cumulative Five-Year Contract Total:</b>	<b>N/A</b>	<b>\$6,496,090</b>

**City of Denton**

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**Unit Pricing**

Unit pricing for the additional services and equipment as authorized by the city is provided in the tables below.

UNIT PRICING FOR ADDITIONAL SERVICES	BASE PRICE	DISCOUNTED PRICE FOR 5 YEAR CONTRACT
Meter Re-Location	\$1,361	\$1,320
Meter Installation	\$1,856	\$1,800
Flow Meter Service (1 site visit)	\$680	\$660
Level Sensor Service (1 site visit)	\$433	\$420
Rain Gauge Service (1 site visit)	\$247	\$240

\*Pricing for refurbished equipment may vary

UNIT PRICING FOR ADDITIONAL EQUIPMENT			
EQUIPMENT KIT	COMPONENTS	BASE UNIT PRICE	DISCOUNTED UNIT PRICE FOR 5 YEAR CONTRACT
Flow Monitoring Option 1	ISCO 2150 Area Velocity Meter, Mounting Hardware, RTU, and In-Road Antenna	\$15,299	\$14,840
Flow Monitoring Option 2	ISCO Duratracker, Mounting Hardware, RTU, and In-Road Antenna	\$14,062	\$13,640
Flow Monitoring Option 3	Flow-Tronic Beluga Area Velocity Meter, Mounting Hardware, RTU, and In-Road Antenna	\$7,196	\$6,980
Level Monitoring	APG MNU-IS Ultrasonic Level Sensor, RTU, and In-Road Antenna	\$3,196	\$3,100
Rainfall Monitoring	Global Water Rain Gauge, RTU, antenna, and installation hardware	\$2,688	\$2,607
Individual Parts for Replacements*	In-Road Antennas	\$133	\$129
	Rain Gauge Antennas	\$18	\$17
	RTU (batteries included)	\$2,010	\$1,950
	RTU Batteries (1 pack includes 3 batteries)	\$365	\$354
	RTU Mounting Hardware	\$104	\$101
	ISCO 2150 Area Velocity Meter	\$13,052	\$12,660
	ISCO Duratracker	\$11,814	\$11,460
	Flow-Tronic Beluga Area Velocity Meter	\$4,948	\$4,800
	APG MNU-IS Ultrasonic Level Sensor	\$701	\$680
	Global Water Rain Gauge	\$421	\$408

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### **Sourcewell and SaaS Clarifications**

Based on the length and amount of the contract, all pricing reflects a 3% discount for Sourcewell utilization for a five-year agreement (Sourcewell Contract #091724-XYLE). Invoicing will occur monthly on a percent complete basis on a five-year agreed pricing.

This project assumes a five-year contract. The annual Software-as-a-Service and maintenance include:

- Project management
- Licensing and hosting fees for continual use of the software
- Maximum of one software update per year (if applicable)
- Customer service access

The Software-as-a-Service annual billing for each application will begin after training has been delivered for that application. The total annual fee may vary depending on how many applications are implemented that year.

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Xylem Vue Monitoring and Prediction Services

**APPENDIX A**

Please see the following section for an overview of the Xylem Vue platform and the proposed applications for this project.

## City of Denton

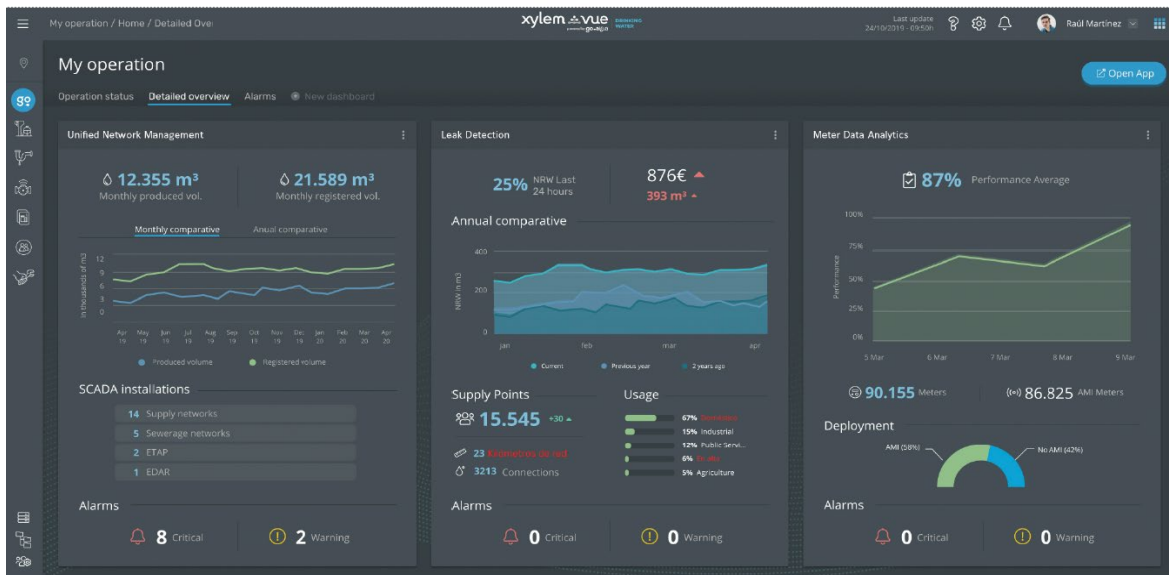
Xylem Vue Monitoring and Prediction Services

# THE XYLEM VUE PLATFORM

Many utilities struggle to see a complete picture of their operational status and network efficiency. Their operators and managers are often flooded with hundreds of separate data streams coming in from multiple sources, making it difficult to get an accurate reflection of the interconnected nature of their network, let alone make holistic improvements, react to challenges quickly, test potential scenarios, and predict problems.

Xylem Vue is a single, integrated software and analytics platform that enables utilities to maximize existing investments, operate more efficiently, and provide affordable and reliable service to their communities.

Xylem Vue is a **unique, vendor-agnostic platform that can capture data from any source**, regardless of manufacturer. This allows utilities to **maximize investments already made in existing technologies** while breaking down data silos to provide a holistic, 360-degree view of the status for all processes and infrastructure across the entire water cycle.



*The platform allows utilities to break down data silos and have a holistic view of the entire water cycle at their fingertips with a single, easy-to-use interface*

By providing intelligence and smart analytics at the network and asset level—as well as customized views to fit any unique demands the utility requires—Xylem Vue supports both utility operators and enterprise managers in addressing the system-wide challenges, from non-revenue water to flooding to treatment, that they face on a daily basis. At the heart of it all is the **Smart Water Engine**.

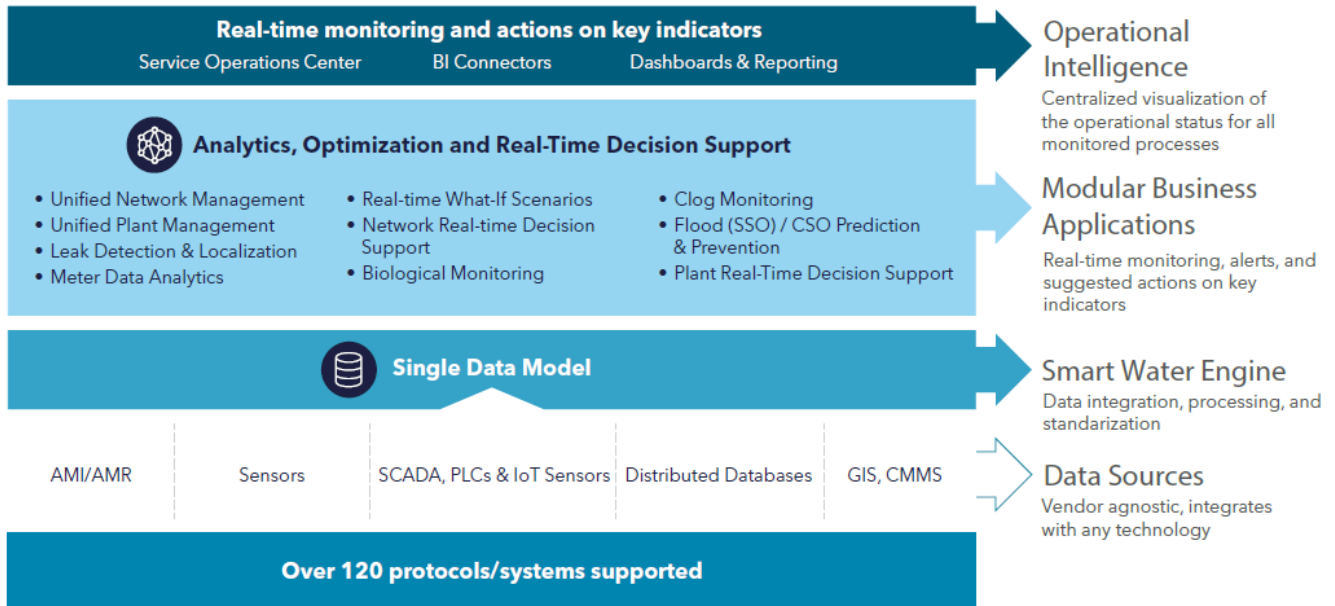
As the foundation of the Xylem Vue platform, Smart Water Engine eliminates silos and unifies all utility data into a single platform regardless of its origin (sensors, SCADA, assets, business systems, etc.). It integrates and standardizes that data to create a single, holistic model which, when coupled with proprietary advanced algorithms, allows the Smart Water Engine to look out across the entirety of a utility's network. **This single source of data within Smart Water Engine is then accessed through modular water and wastewater applications within the Xylem Vue platform to address targeted needs.** These applications, accessed through a common portal, combine data from the

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Xylem Vue Monitoring and Prediction Services

Smart Water Engine with advanced data analytics, artificial intelligence, and machine learning to streamline data visualization and solve complex utility problems.

Smart Water Engine provides a single holistic environment from which utilities can not only manage operational data, assets, and IoT devices, but also create customized views within the platform to meet unique system needs. The Smart Water Engine has several functions, including a unified IoT platform to connect sensor data and smart meters data stored in a unique repository. It contains intelligent algorithms to leverage data from databases using machine learning techniques. It also offers a tool for data cleaning and maintenance of the mathematical model for a Digital Twin.



*Xylem Vue architecture*

**City of Denton**

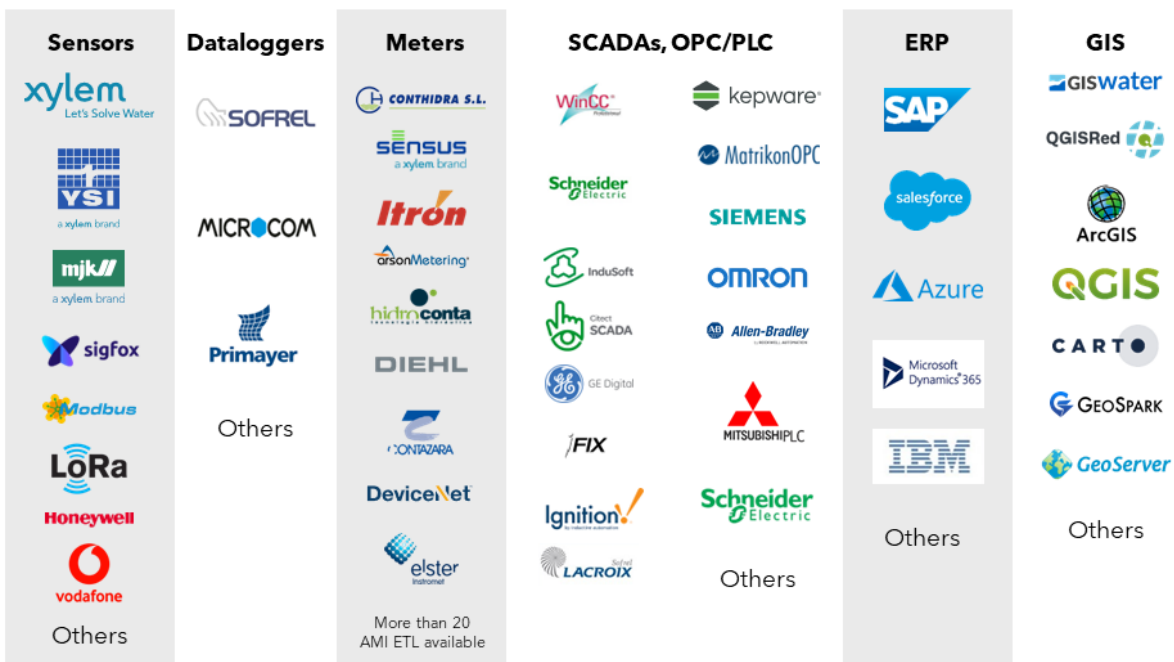
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**Data Integration**

Smart Water Engine allows for continuous asset integration without interfering with the system operation. In other words, it is a completely scalable Software as a Service solution that does not interfere with ongoing operations and systems, such as existing SCADAs, web monitoring solutions, sensors and monitors, GIS platforms, and work order systems. The aim is to always keep the platform as a mirror of the physical assets, while upgrading their functionalities and opening data access to operators and management. We can provide integration of data/systems, including the following procedures:

- **Standard industrial protocols:** OPC-DA, OPC-UA, Modbus. In this case, a software component is connected to the industrial network and uses standard protocols to get real time data from the PLCs and SCADAs.
- **IoT brokers that use MQTT as their protocol**
- **SQL:** In this case, the process is parametrized to launch SQL queries to a SQL database system, and then push the data to the platform. Depending on the target system (performance, workload, etc.), the acquisition rate (number of queries per minute) can vary.
- **REST API:** Sources exposing a REST API are also supported by the Xylem Vue platform. Third party vendors, such as Trimble, Cityworks, or ESRI, generally provide API access, making the integration relatively fast.

In general, an AMI process source can be integrated in the platform as long as it has a defined logic to uniquely identify the tags to be captured and integrated in the system. Here is a list of some examples that correspond to data loggers, sensors, water quality probes, energy meters or IoT brokers: Excel files, CSV files, Access databases, Logger files generated by different vendors (Multilog, Xi-Log, among others), Fiware, Sentilo, Amazon, Azure static storage systems (Amazon S3 buckets, etc.), Amazon SQS, etc.



*A selection of the many data sources that can be connected through Smart Water Engine*

**City of Denton**

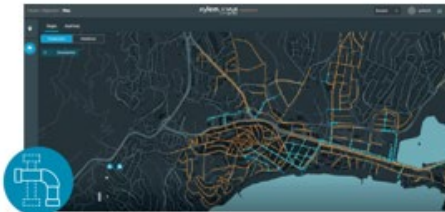
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**Modular Business Applications**

In addition to Unified Network Management, the Xylem Vue platform offers many modular applications tailored to specific utility needs, which provide operational intelligence in the form of real-time monitoring, alerts, and suggested actions to ensure optimal system-wide efficiency. Once initial system setup with Smart Water Engine is completed, additional applications are easily added to the platform with minimal additional effort and are seamlessly integrated through the central platform. The following applications are available through Xylem Vue:

**Wastewater Applications**

From forecasting and monitoring wet weather events or discharges to optimizing operational efficiency in wastewater treatment plants and sewer networks, Xylem Vue provides utilities with intelligence and smart analytics at the network, plant and asset level or any customized view your utility may require.



**Unified Network Management**

System-wide, real-time remote monitoring and suggested actions for sewer networks which simplify decision-making, optimize operations and improve operating results.



**Unified Plant Management**

System-wide, real-time remote monitoring and suggested actions for wastewater treatment plants to simplify decision-making, optimize operations and improve results of all monitored plants.



**SSO/CSO Prediction**

Understand current network state with sensor data and utilize additional data such as river/tide levels, rainfall forecasts, etc. to predict future impact of wet weather events on network performance.



**Plant Real-Time Decision Support**

Real-time digital monitoring and optimized modeling simulate treatment processes and enhance plant control to reduce energy costs or dosing while ensuring regulatory compliance.



**Biological Monitoring**

Detect high viral loads (such as SARS-CoV-2) in sewage water to help authorities and technicians optimize decision-making regarding their control.



**Clog Monitoring**

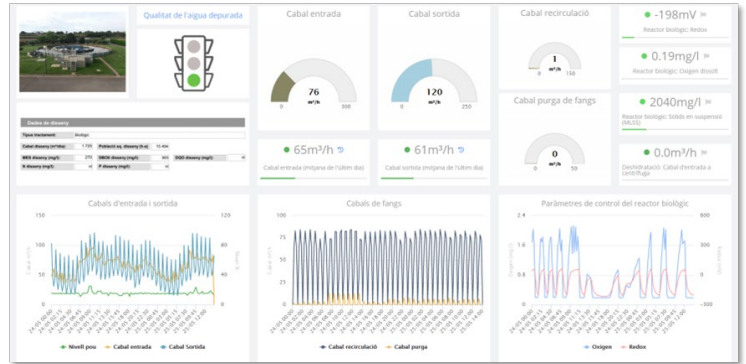
Generate risk-based sewer cleaning programs to prevent sanitary sewer overflows (SSOs) and ensure sewer capacity is maintained while saving money from reduction in required field operations.

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**UNIFIED NETWORK MANAGEMENT (WASTEWATER)**

Unified Network Management (UNM) for wastewater allows for the control and remote operation of assets that form part of sewerage networks, offering an operations center with the capacity to group the assets independent of their geographical location or their organizational dispersion. Through screens, visually/functionally equivalent to traditional SCADA systems, users can simultaneously supervise installations and have advanced data exploitation tools.



*Unified Network Management dashboard*

Standardized access is provided to all equipment present in the integrated installations, allowing information to be processed in real time and stored in a Big Data system for industrial data historization. From here, information can be analyzed and consumed by means of different resources made available to users. An alarm system detects problems and reduces response time.

The main functionalities of UNM include:

- Allowing for the consumption and sharing of asset information from the Domain Master Data belonging to the Smart Water Engine of the Xylem Vue platform.
- Allowing for the information of the static elements to be consulted on the interactive map.
- Integration with GIS maps on the SCADA screen.
- Real-time control of the industrial processes taking place in the operation through graphical interfaces such as synoptic or variable views.
- Possibility of creating/editing monitoring interfaces without need for programming knowledge.
- Allowing for the monitoring of many process variables.
- Allowing for the geographical distribution of processes.
- Ingestion of data from different sources and creation of new variables.
- Generation of alarms by defining rules and thresholds.
- Creation of customized reports and dashboards.
- Allowing for grouping screens of an installation in the same place (workspace). Synoptic, Dashboard, Variables grouped by installation.

Use cases of the module include:

- Evaluation of asset conditions
- Creation, management, and consultation of work orders
- Audits
- Infrastructure management dedicated to relief

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## **REAL TIME WHAT IF SCENARIOS (WASTEWATER)**

A digital twin is the assimilation of data and a computer model that helps operators understand how a physical asset, process or system should be performing, and helps to predict performance under changing conditions. Around the world, wastewater utilities are embracing data analytics and digital technologies to deliver transformative outcomes for their communities.

Digital solutions, many powered by digital twins, are helping water operators and managers solve their most pressing challenges, including bringing down the costs of safely reclaiming wastewater and reducing emissions associated with wastewater management.

Xylem Vue’s digital twin application for sewer collection networks is Real Time What If Scenarios for Wastewater. Under Real Time What If Scenarios (Wastewater), hydraulic models can be deployed within Xylem Vue. Here, they receive boundary condition information and data from the Smart Water Engine, helping inform users of the starting point for simulations.

From these initial conditions, the simulation engine can compute the likely outcome from rainfall and other forecast data to provide early warning of events. In addition, this modeling capability can run past and theoretical scenarios used for training and validating implemented approaches. It should be noted that the asset data itself is not modified, rather the operating regime/conditions the model runs under.

Traditional models for simulating infrastructure were cumbersome and costly to build. Today, sophisticated machine learning tools better represent the infrastructure by automatically calibrating to match historical data. Coupled with the right expertise, advanced digital twin technology can improve network visibility, performance and compliance, and deliver significant cost savings.

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# PLANT MANAGEMENT

Plant management allows for the monitoring of all of the processes involved in a wastewater treatment plant from water intake to its return to the environment.

Plant management is designed to provide operators with a comprehensive, real-time view of the plant's key performance indicators (KPIs). This main dashboard of the application consolidates critical data—such as inflow and effluent volumes, water quality, energy consumption, and sludge production—into a single, easy-to-read screen. By bringing all essential metrics together, the dashboard empowers teams to detect issues early, make proactive decisions, and maintain efficient, compliant operations across all systems. This holistic visibility significantly enhances situational awareness and supports smarter, data-driven plant management.



*Overview dashboard*

Key features of the application include:

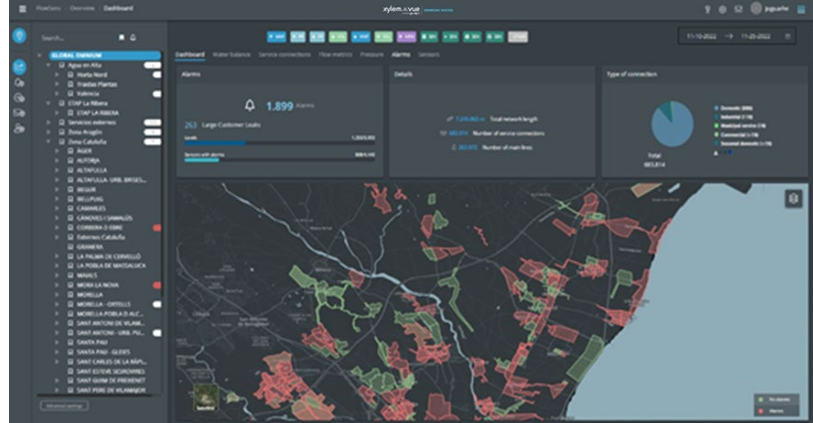
- Ability to visualize key parameters, including effluent quality, sludge age, reactor performance, redox conditions, and nutrient concentrations
- Visualization of all reagent consumption in different stages of the treatment processes
- Energy management tracking to view daily energy usage, specific consumption of treated water, and overall energy efficiency
- Alarm management to alert staff of critical information, support troubleshooting, and help mitigate risks
- Automatic report generation to readily share information among staff and stakeholders

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Xylem Vue Monitoring and Prediction Services

# LEAK DETECTION

Leak Detection is a functional application that is helping hundreds of utilities monitor, report, and optimize non-revenue water, real water losses and system leaks, aggregated water usage, and water distribution pressures. It integrates aggregated analytics from the entire water distribution system and provides granular analytics by district metered areas (DMAs) or pressure zones (PZ).



*Leak Detection initial interface*

The application leverages real-time data from many sources:

- Water production and storage sources (wells, plants, tanks) for the entire system from SCADA systems
- Water entry to each DMA or PZ from flow sensors
- Water usage by client and aggregated from any existing smart metering/AMI
- Linear asset infrastructure from existing GIS platforms
- Any other sensor of interest to measure or optimize NRW (pressure sensors, acoustic sensors, PRVs, etc.)

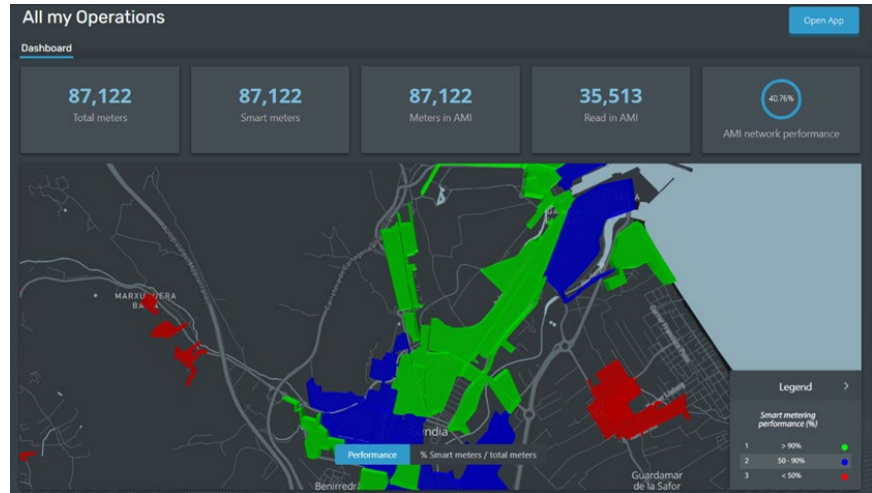
Leak Detection applies AI and machine learning algorithms to estimate non-revenue water levels in real-time and for historical data. The module generates alarms for potential system leaks and water main breaks, projects water demand and productions by DMA, and generates notifications when minimum night flows, pressures, or other key indicators suggest a potential leak.

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# METER DATA ANALYTICS

Meter Data Analytics is a near real-time analytical module that leverages advanced meter infrastructure (AMI) and automatic meter reading (AMR) information from any metering technology or platform provider. The module makes it easy to access all AMI information at any point in time, independently of what metering technology it is using, and also provides advanced artificial intelligence (AI) and machine learning (ML) analytics to detect deviations from historical patterns, anomalies, and leaks, and also to segment your customers according to different types of behavior (irrigation, swimming pool filling, seasonal behavior, etc.)



*Example of Meter Data Analytics dashboard visualization*

The Meter Data Analytics module automatically collects information from smart meters, performs comprehensive data cleansing through AI algorithms, and analyzes each customer's consumption history. It also utilizes data from other systems such as the CIS, CMMS, and others through the Smart Water Engine to allow for more comprehensive analysis and event detection.

The Meter Data Analytics module automatically collects information from smart meters, performs comprehensive data cleansing through AI algorithms, and analyzes each customer's consumption history. It also utilizes data from other systems such as the CIS, CMMS, and others through the Smart Water Engine to allow for more comprehensive analysis and event detection.

The main functionalities and algorithms are helping more than 400 utilities improve their customer satisfaction, reduce non-revenue water, increase revenues, and optimize network management and operations. Meter Data Analytics provides:

- Client characterization according to behavioral patterns
- Detection of small leaks
- Detection of extreme leaks
- Impossible reads (and correction of them to avoid customer complains)
- Detection of inaccurate meters affecting revenues
- Incorrect meter sizing
- Consumption forecasting and extrapolations
- Empty apartments and non-functioning meters
- Fraud detection
- Forecasting of public services (e.g., trash collection)

## APPENDIX B

Please see the following section for a budget broken down by Fiscal Year for the City of Denton. Fiscal years start October 1<sup>st</sup> and end September 30<sup>th</sup>. The schedule assumes the contract will begin in April 2026 during FY 2026 and end in March 2031 in FY 2031. The schedule below represents a five-year contract, where a portion of the fifth contract year would be included in the 2031 fiscal year budget.

### FISCAL YEAR BUDGETS

FISCAL YEAR	ONE-TIME FEES	Additional Services as Authorized by City (ONE-TIME FEES)	Optional Additional Services Authorized by the City	Total	Starting Budget	End of FY Budget
FY 2026	\$1,045,571		\$711,335	<b>\$1,756,906</b>	\$6,496,090	\$4,739,184
FY 2027	\$937,805	\$603,280	\$137,470	<b>\$1,678,555</b>	\$4,739,184	\$3,060,629
FY 2028	\$577,186	\$591,440	\$137,470	<b>\$1,306,096</b>	\$3,060,629	\$1,754,533
FY 2029	\$567,789		\$137,470	<b>\$705,259</b>	\$1,754,533	\$1,049,274
FY 2030	\$567,789		\$137,470	<b>\$705,259</b>	\$1,049,274	\$344,015
FY 2031	\$275,280		\$68,735	<b>\$344,015</b>	\$344,015	\$0
TOTAL	<b>\$3,971,420</b>	<b>\$1,194,720</b>	<b>\$1,329,950</b>	<b>\$6,496,090</b>	N/A	N/A



The tasks included in each fiscal year budget are listed below.

<b>FISCAL YEAR 2026</b>	<b>PRICE</b>
Task 1 - Project Management	\$8,786
Task 2.1: Professional Services/Data Connections for Smart Water Engine	\$246,120
Task 2.2: Unified Network Management - Wastewater	\$123,730
Task 2.3: Software Training and Support	\$27,200
<b>Unified Network Management SaaS Year 1 (2 of 12 months)</b>	\$5,262
Task 3.1: Installation	\$230,480
Task 3.2: Maintenance Year 1 for up to 43 sites (4 of 11 months)	\$210,000
Task 5.1: Anomaly Detection	\$19,700
<b>RTWIS-WW SaaS Year 1 (2 of 12 months)</b>	\$7,140
Task 6.1: Professional services for sensor data and recommendations for Plant Management	\$142,350
<b>TOTAL:</b>	<b>\$1,020,768</b>
<b>Optional Additional Services Authorized by the City</b>	<b>PRICE</b>
Task 6.2: Deployment of Plant Management	\$146,260
<b>Plant Management SaaS Year 1 (6 of 12 months)</b>	\$16,440
Task 6.3: Optimization Implementation	\$205,440
<b>Plant Management Optimization SaaS Year 1 (6 of 12 months)</b>	\$25,500
Task 7.1: Leak Detection Implementation	\$153,720
Task 7.1.2 DMA Design and Configuration (assumes 15 DMAs)	\$35,520
<b>Leak Detection SaaS Year 1 (6 of 12 months)</b>	\$17,865
Task 7.2: Meter Data Analytics Implementation	\$101,660
<b>Meter Data Analytics SaaS Year 1 (6 of 12 months)</b>	\$8,930
<b>SaaS Schedule Contingency</b>	<b>PRICE</b>
<b>RTWIS-WW SaaS Year 1 (4 of 12 months)</b>	\$14,280
<b>Unified Network Management SaaS Year 1 (4 of 12 months)</b>	\$10,523
<b>TOTAL FISCAL YEAR 2026 with additional services authorized by City</b>	<b>\$1,756,906</b>



<b>FISCAL YEAR 2027</b>	<b>PRICE</b>
Task 1 - Project Management	\$17,572
<b>Unified Network Management SaaS Year 1-2</b>	\$31,570
Task 3.2: Maintenance Year 1 for up to 43 sites (7 of 11 months)	\$367,500
Task 3.3: Optional Ongoing Maintenance for up to 43 sites (5 of 47 months)	\$191,074
Task 4.1: Develop and Calibrate the Hydraulic Model	\$39,960
Task 4.2: Perform Capacity Analysis	\$16,050
Task 4.3: Quantify I&I Across the Sewer System	\$27,370
Task 4.4: Alternatives Analysis	\$139,290
Task 5.2: Early Warning System	\$9,850
Task 5.3: What If Scenarios	\$37,500
Task 5.4: CIP Map & Capacity Analysis	\$17,228
<b>RTWIS-WW SaaS Year 1-2</b>	\$42,840
<b>TOTAL:</b>	<b>\$937,805</b>
<b>Additional Services as Authorized by City (ONE-TIME FEES)</b>	See subtasks
Re-locate sensors	\$13,200
Equipment, Installation, and Service for Additional Sites <sup>2</sup>	\$487,070
Replacement Equipment Budget	\$91,170
<i>Task 4.3.2 Refine I&amp;I Analysis with AMI data</i>	\$11,840
<b>Optional Additional Services Authorized by the City</b>	See subtasks
<b>Plant Management SaaS Year 1-2</b>	\$32,880
<b>Plant Management Optimization SaaS Year 1-2</b>	\$51,000
<b>Leak Detection SaaS Year 1-2</b>	\$35,730
<b>Meter Data Analytics SaaS Year 1-2</b>	\$17,860
<b>TOTAL FISCAL YEAR 2 with additional services authorized by City</b>	<b>\$1,678,555</b>



<b>FISCAL YEAR 2028</b>	
Task 1 - Project Management	\$17,572
<b>Unified Network Management SaaS Year 2-3</b>	\$31,570
Task 3.3: Optional Ongoing Maintenance for up to 43 sites (12 of 47 months)	\$458,579
Task 5.4: CIP Map & Capacity Analysis	\$26,625
<b>RTWIS-WW SaaS Year 2-3</b>	\$42,840
<b>TOTAL:</b>	<b>\$577,186</b>
<b>Additional Services as Authorized by City (ONE-TIME FEES)</b>	See subtasks
Re-locate sensors	\$13,200
Equipment, Installation, and Service for Additional Sites <sup>2</sup>	\$487,070
Replacement Equipment Budget	\$91,170
<b>Optional Additional Services Authorized by the City</b>	
<b>Plant Management SaaS Year 2-3</b>	\$32,880
<b>Plant Management Optimization SaaS Year 2-3</b>	\$51,000
<b>Leak Detection SaaS Year 2-3</b>	\$35,730
<b>Meter Data Analytics SaaS Year 2-3</b>	\$17,860
<b>TOTAL FISCAL YEAR 3 with additional services authorized by City</b>	<b>\$1,306,096</b>

<b>FISCAL YEAR 2029</b>	
Task 1 - Project Management	\$17,572
<b>Unified Network Management SaaS Year 3-4</b>	\$31,570
Task 3.3: Optional Ongoing Maintenance for up to 43 sites (12 of 47 months)	\$458,579
Task 5.4: CIP Map & Capacity Analysis	\$17,228
<b>RTWIS-WW SaaS Year 3-4</b>	\$42,840
<b>TOTAL:</b>	<b>\$567,789</b>
<b>Optional Additional Services Authorized by the City</b>	
<b>Plant Management SaaS Year 3-4</b>	\$32,880
<b>Plant Management Optimization SaaS Year 3-4</b>	\$51,000
<b>Leak Detection SaaS Year 3-4</b>	\$35,730
<b>Meter Data Analytics SaaS Year 3-4</b>	\$17,860
<b>TOTAL FISCAL YEAR 2028 with additional services authorized by City</b>	<b>\$705,259</b>



<b>FISCAL YEAR 2030</b>	
Task 1 - Project Management	\$17,572
<b>Unified Network Management SaaS Year 4-5</b>	\$31,570
Task 3.3: Optional Ongoing Maintenance for up to 43 sites (12 of 47 months)	\$458,579
Task 5.4: CIP Map & Capacity Analysis	\$17,228
<b>RTWIS-WW SaaS Year 4-5</b>	\$42,840
<b>TOTAL:</b>	<b>\$567,789</b>
<b>Optional Additional Services Authorized by the City</b>	
<b>Plant Management SaaS Year 4-5</b>	\$32,880
<b>Plant Management Optimization SaaS Year 4-5</b>	\$51,000
<b>Leak Detection SaaS Year 4-5</b>	\$35,730
<b>Meter Data Analytics SaaS Year 4-5</b>	\$17,860
<b>TOTAL FISCAL YEAR 2030 with additional services authorized by City</b>	<b>\$705,259</b>

<b>FISCAL YEAR 2031</b>	
Task 1 - Project Management	\$8,786
<b>Unified Network Management SaaS Year 5 (6 of 12 months)</b>	\$15,785
Task 3.3: Optional Ongoing Maintenance for up to 43 sites (6 of 47 months)	\$229,289
<b>RTWIS-WW SaaS Year 5 (6 of 12 months)</b>	\$21,420
<b>TOTAL:</b>	<b>\$275,280</b>
<b>Optional Additional Services Authorized by the City</b>	
<b>Plant Management SaaS Year 5 (6 of 12 months)</b>	\$16,440
<b>Plant Management Optimization SaaS Year 5 (6 of 12 months)</b>	\$25,500
<b>Leak Detection SaaS Year 5 (6 of 12 months)</b>	\$17,865
<b>Meter Data Analytics SaaS Year 5 (6 of 12 months)</b>	\$8,930
<b>TOTAL FISCAL YEAR 2031 with additional services authorized by City</b>	<b>\$344,015</b>



## AGREEMENT FOR XYLEM VUE PROFESSIONAL SERVICES

This **Agreement for Professional Services** (this "**Agreement**"), dated as of \_\_\_\_\_, 2026 (the "**Effective Date**"), is by and between Xylem Vue Inc., a Delaware corporation, with offices located at 3725 Foundation Court, Suite EF, South Bend, IN 46628 ("**Service Provider**") and the City of Denton, a government entity, with offices located at 601 East Hickory Street, Denton, TX 76205 ("**Customer**" and together with "**Service Provider**", the "**Parties**", and each a "**Party**").

WHEREAS, Service Provider has the capability and capacity to provide certain monitoring and prediction services; and

WHEREAS, Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **SERVICES.** Service Provider shall provide to Customer the services (the "**Services**") set out in one or more statements of work (each, a "**Statement of Work**"). The initial Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by representatives of Service Provider and Customer.
2. **TERM.** This Agreement shall commence on the Effective Date and continue in effect until terminated as provided in the Standard Terms and Conditions (as defined below).
3. **COMPENSATION AND PAYMENT.** As consideration for providing the Services in accordance with the Statement of Work, Customer agrees to pay the Service Provider the amounts specified in the applicable Statement of Work. Expenses shall be paid solely in accordance with the Standard Terms and Conditions unless superseded by an applicable Statement or Work.
4. **ADDITIONAL CONDITIONS.**
  - a. **Terms and Conditions.** Terms and Conditions for Services – Xylem Americas set forth in Exhibit B and attached hereto, are hereby incorporated by reference herein and shall be deemed incorporated into all Statements of Work.
  - b. **Software.** Service Provider shall grant to Customer continuing access to the Go-Aigua Software, subject to the applicable End User Licensing Agreement ("EULA") outlined in Exhibit C, and only for so long as Customer is current in its payments for the Go-Aigua Software. Service Provider acknowledges that the Go-Aigua Software is an essential component of the package being purchased by Customer.
  - c. **Sale of Equipment.** If the attached Statement of Work contemplates the sale of equipment to Customer, then the following provisions will apply:
    - i. **Title, Delivery, Risk of Loss.** Unless agreed otherwise, all goods and equipment ordered from Service Provider are shipped Ex Works (Incoterms 2020) shipping point, prepay freight and add. Title to, and property in, the goods and equipment shall pass to Customer upon shipment. Risk of loss of the goods and equipment ordered from Service Provider shall also pass to Customer upon shipment. Shipping dates and completion dates quoted by Service Provider are made in good faith but are not guaranteed; Service Provider reserves the right to extend shipping dates as it deems necessary in its sole discretion, without liability to Customer. In the absence of shipping instructions from Customer, Service Provider will use its discretion as to the selection of shipping services and routings.
    - ii. **Warranty.** Service Provider warrants that the goods and equipment sold to Customer hereunder (with the exception of software, computer hardware, computer servers, membranes, seals, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or



eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is provided by law (the “**Warranty**”). Except as otherwise provided by law, Service Provider will, at its option and at no cost to Customer, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Service Provider will not be obligated to remove the defective goods or install the replaced or repaired goods and Customer will also be responsible for all other costs, including service costs, shipping fees and expenses. Customer’s failure to comply with Service Provider’s repair or replacement advice will constitute a waiver of Customer’s rights and render all warranties void. Any parts repaired or replaced by Service Provider under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Customer giving written notice to Service Provider of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Service Provider will have no warranty obligations to Customer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Service Provider or without Service Provider’s written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner not consistent with Service Provider’s instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Service Provider or not approved by Service Provider in connection with goods supplied by Service Provider hereunder; or (h) not sold by Service Provider or its authorized supplier. In any case of goods not manufactured by Service Provider, there is no warranty from Service Provider; however, Service Provider will extend to Customer any warranty received from Service Provider’s supplier of such goods. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, CUSTOMER’S EXCLUSIVE REMEDY AND SERVICE PROVIDER’S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER HEREUNDER.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**XYLEM SERVICE PROVIDER:**

**CUSTOMER:**

By: Brian Vu  
 Name: Brian Vu  
 Title: Director, Sales MCS Xylem Vue, West

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



**Exhibit A**  
**STATEMENT OF WORK #1**

This Statement of Work #1 (the “SOW”) is entered into as of \_\_\_\_\_, 2026 (“**SOW Effective Date**”), by and between Xylem Vue Inc. having a place of business at 3725 Foundation Court, Suite EF, South Bend, IN 46628 (“**Service Provider**”), and the City of Denton a government entity, having a place of business at 601 East Hickory Street, Denton, TX 76205, (“**Customer**”). The Standard Terms and Conditions attached as Exhibit B govern this SOW and are hereby incorporated into this SOW by reference.

General Description of Project: Monitoring and prediction services through the Xylem Vue platform

Description of Specific Services: Implementation of the Xylem Vue platform – see attached proposal

Deliverables:

1. Description of Deliverables (Services/Equipment): See attached proposal
2. Schedule of Delivery of Deliverables (Services/Equipment): See attached proposal

Fees & Expenses:

1. Schedule of payment: See attached proposal

**XYLEM SERVICE PROVIDER:**

**CUSTOMER:**

**XYLEM SERVICE PROVIDER:**

**CUSTOMER:**

By: Brian Vu

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

Name: Brian Vu

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

Title: Director, Sales MCS Xylem Vue, West

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

**Exhibit B**

**TERMS AND CONDITIONS FOR SERVICES – XYLEM AMERICAS**

**1. Applicability.**

(a) These terms and conditions for services - Xylem Americas (these “**Terms**”) along with any special conditions expressly incorporated in the quotation or sales form, will govern any sale of services by **Service Provider to Customer**. The Parties may also be referred to individually as “**Party**” and collectively as “**Parties**.”

(b) These Terms, collectively with any applicable Statement(s) of Work, (the “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. If the Parties have entered into a Master Services Agreement (a “**MSA**”), the Order shall be governed by the terms of such MSA. In case of discrepancy between the Agreement documents, they shall be applied in the following order: (i) the MSA (if any); (ii) these Terms.

(c) These Terms prevail over any of Customer’s general terms and conditions regardless of whether Customer has submitted its request for proposal, or order on such terms and Service Provider expressly rejects such Customer general terms and conditions. Provision of Services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

**2. Services.** Service Provider shall provide the Services to Customer as described in the Statement of Work (the “**Services**”) in accordance with these Terms.

**3. Performance Dates.** Service Provider shall use reasonable

efforts to meet any performance dates specified in the Statement of Work, and any such dates shall be estimates only.

**4. Customer’s Obligations.**

Customer shall: (a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer’s premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;

(b) deliver to Service Provider all relevant environmental, health and safety information before conducting the Services and at all relevant times thereafter, including mitigating hazards to the maximum extent practicable and/or warning of any such hazards along with requirements for appropriate personal protective equipment, as required to establish and maintain safe working conditions;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such customer materials or information as Service Provider may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

(e) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

**5. Customer’s Acts or Omissions.**

If Service Provider’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay (“**Customer Delay**”).

**6. Change Orders.**

(a) A Change Order may result only from any of the following: (i) a change in scope or other proposal by Customer or Service Provider agreed to by other Party in writing; (ii) a material change in site conditions discovered as a latent condition during performance of the Services or otherwise not previously known or disclosed (iii) the occurrence of a force majeure event as described in Section 17; (iv) a change in law, rule or regulation that impacts Service Provider’s work; (v) a Customer Delay as provided in Section 5.

(b) In the event(s) or circumstance(s) giving rise to a Change Order above, the Party seeking the Change Order shall prepare a detailed proposal for such Change Order. Service Provider shall, within a reasonable time after such detailed proposal is submitted, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services;



and (iv) any other impact the change might have on the performance of this Agreement.

Promptly after receipt of the detailed proposal, the Parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 25. Notwithstanding the foregoing, in the event(s) or circumstance(s) giving rise to a Change Order under Section 6(a)(ii), 6(a)(iii), 6(a)(iv), or 6(a)(v) above, Service Provider shall be entitled to an equitable adjustment in compensation (including mobilization and demobilization costs) and the time for performance of the Services. If the Parties cannot agree on the terms of such change and Service Provider is unable to complete performance of the Services, then Service Provider may elect to terminate the Agreement and Customer shall be responsible for payment for the Services provided to the date of termination, including costs for work in progress and demobilization, and without further obligation or liability to Customer.

(c) Notwithstanding Section 6(a) and Section 6(b) above, Service Provider may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Statement of Work.

(d) Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Statement of Work.

**7. Quotation, Withdrawal, Expiration.** Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise

provided therein. Service Provider reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Customer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Customer to Service Provider’s satisfaction within thirty (30) calendar days of Service Provider’s acknowledgement in writing of an order. Service Provider nevertheless reserves its right to accept any contractual documents received from Customer after this thirty (30) calendar day period.

**8. Fees and Expenses; Payment Terms; Interest on Late Payments.**

(a) In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Statement of Work.

(b) Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services, that have been pre-approved by Customer.

(c) Payment in full is due within thirty (30) days from receipt of the invoice unless otherwise stated in Service Provider’s documentation. In the event payment is not made when due, to the extent permitted under law, Customer agrees to pay Service Provider a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Customer is responsible for all costs and expenses associated with any checks returned due to insufficient funds or costs and

expenses incurred from Service Provider’s collection efforts. All credit sales are subject to prior approval of Service Provider’s credit department. (iii) Further, in the event payment is not made when due, Service Provider may suspend performance for all Services until payment has been made in full.

**9. Taxes.** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder. Notwithstanding the foregoing, if Customer is exempt from any such taxes, Customer shall provide Service Provider with a certificate evidencing such exemption upon execution of this Agreement.

**10. Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the “**Deliverables**”) except for any Confidential Information of Customer or customer materials, shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-



sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

**11. Confidential Information.**

(a) All non-public, confidential or proprietary information of the Parties, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), that is clearly marked as “Confidential” by Service Provider to Customer and Customer to Service Provider, in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied without the prior written consent of the disclosing Party. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Service Provider shall be entitled to seek injunctive relief for any violation of this Section. Service Provider acknowledges that the City of Denton must strictly comply with the Public Information Act, Chapter 552, Texas Government Code in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by Service Provider 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.

**12. Representation and Warranty.**

(a) For a period of ninety (90) days from the date of invoice, unless otherwise expressly set forth in the quotation or sales form or order acknowledgment, Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement (“Warranty”).

(b) The Service Provider shall not be liable for a breach of the Warranty set forth in Section 12(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within ten (10) days of the time when Customer discovers or reasonably should have discovered that the Services were defective.

(c) Subject to Section 12(b), Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services; or (ii) credit or refund the price of such Services at the pro rata contract rate.

**(d) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED**

**WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER’S EXCLUSIVE REMEDY AND SERVICE PROVIDER’S AGGREGATE LIABILITY FOR BREACH OF THE FOREGOING WARRANTY IS LIMITED TO REMEDIES SET FORTH IN SECTION 12(c).**

**13. Limitation of Liability.**

**EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK GIVING RISE TO THE CLAIM. SERVICE PROVIDER SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF DATA OR DIMINUTION IN VALUE, LOSS OF REPUTATION, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOT WITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE EFFECTIVE WITHOUT REGARD TO SERVICE**



**PROVIDER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.**

**14. Termination.** In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**15. Insurance.** During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a coverage amount no less than the statutory limitation of liability in the State of Texas for property damage and bodily injury.

**16. Waiver.** No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or

further exercise thereof or the exercise of any other right, remedy, power or privilege.

**17. Force Majeure.** Service Provider may cancel or suspend this Agreement and Service Provider shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to circumstances beyond Service Provider's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Service Provider shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Customer of such delay, of the reason therefore and of the probable duration and consequence thereof. Service Provider shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

**18. Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. Service Provider shall provide prompt written notice of any assignment to Customer.

**19. Relationship of the Parties.**

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

**20. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

**21. Governing Law.** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

**22. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth in the Statement of Work or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon



receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

**23. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**24. Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Insurance, Submission to Jurisdiction/Arbitration and Survival.

**25. Amendment and**

**Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

**26. Exports Regulations.** Service Provider agrees to comply with all applicable laws, rules and regulations, including relating to the export or re-export of technical data and services. Service Provider will, at its reasonable expense, provide Customer with information, documentation, and electronic transaction records relating to the Services performed necessary for Customer to fulfill any customs-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, or to enable Customer to claim preferential duty treatment for products eligible under applicable trade preference regimes.

**27. Successors and Assigns.** The

Order and these Terms are binding upon the Parties and their successors and assigns. If either the Customer or Service Provider is merged with another entity, the legal successor of the merged Party shall automatically become party to this contract and shall have the same rights and obligations as its predecessor under this contract. Service Provider agrees and warrants that it shall provide Customer notice as soon as reasonably practicable upon knowledge of any material change of control in Service Provider's business or if Service Provider ceases or threatens to cease trading, but in no case shall notice be provided more than forty-eight (48) hours after a change in control has occurred.

**28. Headings.** The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of these Standard Terms.

**Exhibit C**

**End User License Agreement  
(Hosted SaaS Solution)**

**1. Scope and Applicability.**

- 1.1** This End User License Agreement (“**EULA**”) between You and Xylem covers Your use of the Xylem Vue Software selected in Exhibit I (hereinafter “**Software**”). This document also incorporates any Product Specific Terms that may apply to the Software. Definitions of capitalized terms are in Section 12 (Definitions).
- 1.2** You agree to be bound by this EULA through:
- a.** Your download, installation, or use of the Software; or
  - b.** Your express agreement to this EULA.

**2. Using the Software.**

**2.1 Right to Access and Use.**

- a.** Subject to the terms and conditions of this EULA, and subject to the full and timely payment of all applicable fees owed to the Approved Source, Xylem grants to You and You hereby accept, a limited, a non-exclusive, non-transferable, right to access and use the Software and Documentation, both as acquired from an Approved Source, for Your direct benefit during the Usage Term, and as set out in Your Entitlement (collectively, the “**Usage Rights**”).
- b.** You will use the Software only as permitted in this EULA. Any additional or other use by You may require additional rights and the payment of additional fees.

**2.2 Use by Third Parties.** You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for:

- a.** ensuring that such Authorized Third Parties comply with this EULA; and
- b.** any breach of this EULA by such Authorized Third Parties.

**2.3 Beta and Trial Use.** If Xylem grants You Usage Rights in the Software on a trial, evaluation, beta, or other free-of-charge basis (“**Evaluation Software and Services**”):

- a.** You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Xylem in writing. If there is no period identified, such use is limited to thirty (30) days after the Evaluation Software and Services are made available to You;
- b.** If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice;
- c.** Xylem, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Software; and
- d.** YOU ACCEPT THAT XYLEM DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM XYLEM’S DECISION TO STOP PROVIDING THE EVALUATION SOFTWARE AND SERVICES.
- e.** The Evaluation Software and Services may not have been subject to usual testing and quality assurance processes and may contain bugs, errors, or other issues. Unless agreed in writing by Xylem, You will not put Evaluation Software and Services into production use. Xylem provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Xylem has no liability relating to Your

use of the Evaluation Software and Services.

- 2.4 Upgrades or Additional Copies of Software.** You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have:
- a. acquired such rights under a support agreement covering the Software; or
  - b. purchased the right to use Upgrades or additional copies separately.

- 2.5 Interoperability of Software.** If required by law and upon Your request, Xylem will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to provide Xylem with access to said program and agree to any additional terms reasonably required by Xylem. You will treat such information as Confidential Information.

- 2.6 Subscription Renewal.** Usage Rights in the Software acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or the Xylem Partner placed with Xylem (“**Renewal Term**”) unless:
- a. You notify Your Approved Source in writing at least forty-five (45) days before the end of Your then-current Usage Term of Your intention not to renew; or
  - b. You or the Xylem Partner elect not to auto-renew at the time of the initial order placed with Xylem.

Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or the Xylem Partner promptly notify Xylem in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

- 2.7 Technical Support.** Xylem will provide You with the technical support set forth in Exhibit II.

**3. Additional Conditions of Use.**

- 3.1 EULA Generally.** You acknowledge and agree that this EULA does not grant You any rights with respect to the Software’s source code. Further, unless expressly agreed by Xylem, You may not:

- a. transfer, sell, sublicense, monetize or make the functionality of any Software available to any third party;
- b. use the Software on second hand or refurbished equipment not authorized by Xylem, or use Software licensed for a specific device on a different device (except as permitted under Xylem’s Software License Portability Policy);
- c. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
- d. reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Software; or
- e. use Xylem Content other than as part of Your permitted use of the Software, such as user manuals, trainings, and screenshots.

- 3.2 Protecting Account Access.** You will keep all Xylem account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Xylem by sending written notice to security@xylem.com of any known or suspected unauthorized use of, or access to, Your account.

- 3.3 Use with Third Party Products.** If You use the Software from the Approved Source with third party products not authorized by Xylem, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Xylem does not provide support or guarantee ongoing integration support for products that are not a native part of the Software.

4. **Fees.** To the extent permitted by law, orders for the Software are non-cancellable. The fee to be paid for Your use of the Software is set out in Your purchase terms with Your Approved Source. If You use the Software beyond Your Entitlement (“**Overage**”), the Approved Source may invoice You according to the applicable fees outlined in the Agreement, and You agree to pay, for such Overage.

5. **Confidential Information and Use of Data.**

5.1 **Confidentiality.**

- a. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates and contractors who have a need to know (“**Permitted Recipients**”).
- b. Recipient:
  - (1) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA; and
  - (2) is liable for any breach of this Section by its Permitted Recipients.
- c. Such nondisclosure obligations will not apply to information which:
  - (1) is already in the possession of Recipient without confidentiality obligations, as established by documentary evidence, prior to disclosure to Recipient;
  - (2) is public knowledge through no fault of Recipient; or
  - (3) is independently developed by Recipient, as established by documentary evidence, without use of Confidential Information; or
  - (4) is made available to Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from making such a disclosure of the Confidential Information to the Recipient.
- d. Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) upon becoming aware of the need to make the disclosure and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser.
- e. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.
- f. Xylem acknowledges that the City of Denton must strictly comply with the Public Information Act, Chapter 552, Texas Government Code in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by Xylem 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.

5.2 **How We Use Data.** Xylem will access, process and use data in connection with Your use of the Software in accordance with applicable privacy and data protection laws.

5.3 **Notice and Consent.** To the extent Your use of the Software requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Software.

6. **Ownership.** Unless agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Xylem retains ownership of Xylem Content. Xylem may use any feedback You provide in connection with Your use of the Software in its business operations.

7. **Representations and Indemnity.**

7.1 **Performance.** Xylem represents that:

- a. for ninety (90) days from the Delivery Date, that, the Software will substantially comply with

the Documentation.

**7.2 Malicious Code.** Xylem represents that it will use commercially reasonable efforts to deliver the Software free of Malicious Code.

**7.3 Indemnity.** Xylem agrees to indemnify and defend You and Your respective employees, officers, directors, agents, successors and assigns, from and against liability, loss, damage, and expenses (including without limitation reasonable attorneys' fees) arising from or in connection with third-party claims or demands, allegations, or claims that the use of the Software by You infringes, misappropriates, or otherwise violates a third party's intellectual property or proprietary rights. Xylem's indemnification obligations outlined in this provision do not apply to the extent the infringement or violation arises from Xylem's compliance with particular requirements that You provided that in fact differ from Xylem's standard specifications for the Software. Xylem shall undertake, at its expense, the defense of any such suit or proceeding using reputable counsel. If either party receives notice of an alleged infringement arising from the Software, or if Xylem reasonably believes that such a claim is likely, Xylem shall perform one of the following actions: (i) procure for You the right to continue using the Software and using any results of the Software, (ii) modify the allegedly infringing Software so that such Software is no longer infringing, or (iii) replace the Software so that the Software becomes non-infringing; provided always that the modified or replaced Software does not modify or detract from agreed functionality.

**7.4 Qualifications.**

- a. Sections 7.1 and 7.2 do not apply if the Software or the equipment on which it is authorized for use:
  - (1) has been altered, except by Xylem or its authorized representative;
  - (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Xylem's instructions;
  - (3) is acquired on a no charge, beta or evaluation basis;
  - (4) is not a Xylem-branded product or service; or
  - (5) has not been provided by an Approved Source.
- b. Upon Your prompt written notification to the Approved Source during the warranty period of Xylem's breach of this Section 7.4, Your sole and exclusive remedy (unless otherwise required by law) is, at Xylem's option, either:
  - (1) repair or replacement of the applicable Software; or
  - (2) a refund of the fees paid for the non-conforming Software.
- c. Where Xylem provides a refund of license fees for Software, You must return or destroy all copies of the applicable Software.
- d. **Except as set out in this Section and to the extent permitted by law, Xylem expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Software will be secure, uninterrupted or error-free.**
- e. If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, to the extent prohibited, they will not apply.

**8. Liability.**

**8.1 NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OR CORRUPTION OF DATA OR INTERRUPTION OR LOSS OF BUSINESS; OR LOSS OF REVENUES, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS.**

**8.2 THE MAXIMUM AGGREGATE LIABILITY OF XYLEM UNDER THIS EULA IS LIMITED TO THE FEES RECEIVED BY XYLEM FOR THE APPLICABLE SOFTWARE AND ATTRIBUTABLE TO THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.**

**8.3** Sections 8.1 and 8.2 do not apply to liability arising from:  
**a.** Your failure to pay all amounts due; or  
**b.** Your breach of Sections 2.1 (License and Right to Use), 3.1 (EULA Generally) or 11.7 (Export).

**8.4** This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

## **9. Termination and Suspension.**

**9.1 Suspension.** Xylem may immediately suspend Your Usage Rights if You materially breach the EULA.

### **9.2 Termination.**

- a.** If a party materially breaches this EULA and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause.
- b.** Xylem may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (EULA Generally), or 11.7 (Export).
- c.** Upon termination of the EULA, You must stop using the Software and destroy any copies of Software, Documentation and Confidential Information within Your control.
- d.** Upon Xylem's termination of this EULA for Your material breach, You will pay Xylem or the Approved Source any unpaid fees through to the end of the then-current Usage Term.

## **10. Verification.**

**10.1** During the Usage Term and for a period of twelve (12) months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA ("**Verification Records**"). Upon reasonable advance notice, and no more than once per twelve (12) month period, You will, within thirty (30) days from Xylem's notice, allow Xylem and its auditors access to the Verification Records and any applicable books, systems (including Xylem product(s) or other equipment), and accounts during Your normal business hours.

**10.2** If the verification process discloses underpayment of fees:  
**a.** You will pay such fees; and  
**b.** You will also pay the reasonable cost of the audit if the fees owed to Xylem as a result exceed the amounts You paid for Your Usage Rights by more than five percent (5%).

## **11. General Provisions.**

**11.1 Survival.** Sections 3 (Additional Conditions of Use), 4 (Fees), 5 (Confidential Information and Use of Data), 6 (Ownership), 7 (Representations and Indemnity), 8 (Liability), 10 (Verification) and 11 (General Provisions) survive termination or expiration of this EULA.

**11.2 Third Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.

- 11.3 Assignment and Subcontracting.** Neither party may assign or novate this EULA in whole or in part without the express written consent of Xylem and the applicable authorized distributor, if any.
- 11.4 Xylem Partner Transactions.** If You purchase the Software from a Xylem Partner, the terms of this EULA apply to Your use of the Software and prevail over any inconsistent provisions in Your agreement with the Xylem Partner.
- 11.5 Modifications to the EULA.** Xylem may change this EULA or any of its components by updating this EULA at any time. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.
- 11.6 Compliance with Laws.**
- a. General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Xylem may restrict the availability of Software in any particular location or modify or discontinue features to comply with applicable laws and regulations.
  - b. Data collection and transfer.** If You use the Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g., Russia and China), You acknowledge that You are the entity responsible for complying with such laws.
- 11.7 Export.** Xylem’s Software, products, technology and services (collectively the “**Xylem Products**”) may be subject to applicable export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Xylem Products in a way that would cause Xylem to violate those laws. You also agree to obtain any required licenses or authorizations.
- 11.8 Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods, to the extent it may be deemed to apply, does not apply to this EULA or any Xylem Products provided hereunder. The parties agree that any dispute arising from this Agreement, in relation to its effectiveness, execution, performance, interpretation or any other matter, shall be submitted to the courts of the State of Texas, waiving any other jurisdiction.
- 11.9 Notice.** The parties designate as their respective domicile for the purpose of notifications the one stated at the head of this contract, although they may modify it by means of a written notification sent to the other party in an irrefutable manner. Notifications shall always be made in writing and in an irrefutable manner.
- 11.10 Force Majeure.** Except for payment obligations prevented by a financial system disruption, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control. Xylem shall promptly 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) in writing and describe at a reasonable level of detail the circumstances rise to the Force Majeure event.
- 11.11 No Waiver.** Failure by either party to enforce any right under this EULA will not waive that right.
- 11.12 Severability.** If any portion of this EULA is not enforceable, it will not affect any other terms.
- 11.13 Entire Agreement.** This EULA along with the attached City of Denton contract and Service Provider’s Quote are the complete agreement between You and Xylem regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or

agreements (whether written or oral).

**11.14 Translations.** Xylem may provide local language translations of this EULA in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.

**12. Definitions.**

“**Affiliate(s)**” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than fifty percent (50%) of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“**Approved Source**” means Xylem or an Xylem Partner.

“**Authorized Third Parties**” means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users, permitted to access and use the Software on Your behalf as part of Your Entitlement.

“**Confidential Information**” means non-public proprietary information of the disclosing party (“**Discloser**”) obtained by the receiving party (“**Recipient**”) in connection with this EULA, which:

a. is conspicuously marked as confidential, is summarized in writing to the Recipient within fourteen (14) days and marked as confidential.

“**Delivery Date**” means the date agreed upon in Your Entitlement, or if no date is agreed the earlier of the date Software is made available for download or installation, or the date that Xylem ships the tangible media containing the Software.

“**Documentation**” means the technical specifications and usage materials officially provided by Xylem specifying the functionalities and capabilities of the applicable Software.

“**Entitlement**” means the specific metrics, duration, and quantity of Software You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Xylem buying program.

“**Malicious Code**” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software other than as intended by Xylem.

“**Product Specific Terms**” means additional product related terms applicable to specific Xylem Products.

“**SaaS**” means a managed software as a service in which Xylem will be responsible for the day-to-day monitoring, maintenance, and management of certain software applications provided to You.

“**Upgrades**” means minor releases only unless a major release is expressly agreed upon.

**“Usage Term”** means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Software.

**“User”** means the individuals (including contractors or employees) permitted to access and use the Software on Your behalf as part of Your Entitlement.

**“Xylem” “we” “our” or “us”** means the applicable Affiliate(s) of Xylem Inc.

**“Xylem Content”** means any:

- a. content or data provided by Xylem to You as part of Your use of the Software; and
- b. content or data that the Xylem generates or derives in connection with Your use of the Software.

Xylem Content also includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Xylem’s compilation of suspicious URLs.

**“Xylem Partner”** means a reseller, distributor or systems integrator authorized by Xylem to sell the Software.

**“Xylem Vue Software”** means the Applications, including Upgrades, firmware, and applicable Documentation defined in Exhibit I.

**“You”** means the individual or legal entity acquiring Usage Rights in the Software.

**EXHIBIT I: XYLEM VUE SOFTWARE****1. Description of Software as a Service.**

This exhibit contains the details of the SaaS that Xylem shall provide to You if; (i) pricing for the application of SaaS has been provided to You; (ii) the application is selected with a checkmark below, and (iii) You are current in payments to the Approved Source for such selected application of SaaS.

**A. Software as a Service Generally.**

In a Software as a Service solution, Xylem owns all components of the solution (Infrastructure, operative systems, storage and all third-party software) required to run and operate the application. These software applications consist of the following (each an “Application”):

- 1. Smart Water Engine:**
  - Domain Master Data
  - Device Management
  - Iot Core
  - Portal
- 2. Operational Intelligence:**
  - Service Operations Center
- 3. Agriculture Applications:**
  - AgroTwin
- 4. Cross Applications:**
  - Billing
  - WorkOrders
- 5. Drinking Water Applications:**
  - Early Warning System
  - Leak Detection
  - Meter Data Analytics
  - Meter Asset Management
  - Network Real-Time Decision Support
  - Pipe Planner
  - Plant Management
  - Unified Network Management
- 6. Wastewater Applications:**
  - Biological Monitoring
  - Clog Monitoring
  - Plant Management
  - Real Time & What If Scenario
  - SewerProtect
  - SewerTracker
  - Unified Network Management

## EXHIBIT II: TECHNICAL SUPPORT

### 1. Description of the Service

The Technical Support Service aims to ensure that any incidents that users may encounter while using the solutions provided by Xylem are resolved as quickly as possible. The support and maintenance service are structured into two levels to ensure agility in the incident resolution process. These levels correspond to the different Specialist's teams:

- **Level 1 or Customer Service:** The team that is in contact with the users will register the ticket, in case it is not submitted through the ticketing tool. Additionally, they will perform an initial diagnosis, informing the user about the possible problem and the resolution timelines. This team is responsible for responding to customer inquiries within the agreed timeframe. In the case of incidents, they are responsible for detecting them, escalating them to the team responsible for resolving them.
- **Level 2/Level 3 or Specialist Teams:** These are specialized teams responsible for resolving problems reported by users, according to their area of expertise. This level is composed of different teams or areas that are involved in the development and implementation process of Xylem Vue Software: analysts, data scientists, product development, implementation, infrastructure administrators, deployment, DevOps, etc.

End users can refer to the provided manuals and other materials to address their queries. If they require additional support or encounter abnormal behaviour in the solution, they should report it to the key users of the client, if any.

Key users will analyse the need and respond based on their knowledge of the application. If they cannot resolve the query or if there is an incident (abnormal behaviour of the solution), they should escalate the query or incident through any established channels.

The Level 1 technician will analyse and diagnose the problem.

- If more information is required in the ticket, it will be requested from the key user who reported it through the ticketing tool. If the user needs to be informed through another available communication channel, communication will take place through that channel.
- Once the client has the necessary information, the Level 1 technician will either resolve the problem or escalate it to the specialist team.
- Once the ticket has been resolved by Xylem (both by L1 and L2/L3), they will validate the solution and inform the key user who raised the ticket through the ticketing tool.

The specialist team (L2/L3 teams) will analyse the escalated tickets and provide a solution.

Once the ticket is resolved, the Level 1 team will validate the solution and send the resolution to the user who reported the ticket.

### 2. Technical Support Organization

The organization is service-oriented with a multidisciplinary team of Level 1 technicians will be responsible for addressing user needs. The team has extensive training in both technical competencies and skills to manage customer relationships in any situation and to communicate information clearly and effectively to all users. The Level 1 technicians available in the Customer Service team have extensive training in technical and functional competencies, both in the ITIL methodology and in the implemented

solutions. This team works under the supervision of the Support Area Manager, who will always maintain direct contact with the client to provide the required information.

### **3. Technical Support Process**

The Maintenance and Support service includes all the necessary software and maintenance operations for the proper functioning of the IT infrastructure covered by the service to be provided. These tasks are grouped into:

- Operational Support
- Corrective Maintenance
- Evolutionary Maintenance
- Preventive Maintenance

The maintenance and operational support service does not include the following:

- Support for any element unrelated to the IT infrastructure covered by the service.
- Acquisition and purchase of hardware infrastructure elements.
- Acquisition and purchase of software licenses.
- Training services.
- Support services for operating system installations, installations, and configurations of third-party applications, operating system configurations, hardware configurations, network installations and configurations, equipment optimization, etc.

#### **Operational Support**

The support for the daily operation includes the resolution of queries or doubts made by the client regarding the operation of the software object of the service. The consultations should be specific, and in no case will they consist of training by phone, email or face-to-face. The client will use the communication mechanisms established in the service to inform Xylem of the query.

#### **Corrective Maintenance**

Corrective maintenance includes the necessary activities to resolve incidents or anomalies and ensure the proper functioning of the Xylem Vue Software.

#### **Innovative Maintenance**

Evolutionary maintenance includes the activities necessary to incorporate new functionalities or improvements in the Xylem Vue Software. These activities involve the release of Updates or Upgrades of the System by Xylem to the client.

### **4. Communication Channels.**

The end user will have access to the Customer Service Portal so that they can register and manage their support requests. Additionally, there are other communication channels with the client, such as phone, Teams channel, email, or chat box, depends on the need of the client. The client should preferably submit their request through the Customer Service Portal, providing as much information as possible to enable a quick diagnosis of their query or incident.

### **5. Service Location.**

The Technical Support Services may be provided at the client's premises, or at the premises of any of its respective collaborating companies or suppliers, as necessary. However, this service will retain full

autonomy and organization, without implying the existence of any dependency or inclusion within the scope of the client's organization and management.



*Explore the power of Xylem Vue  
by scanning this QR code*



**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](mailto: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.

## INSURANCE REQUIREMENTS

### Exhibit E

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

#### STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires thirty (30) day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Service Provider shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three (3) years beyond the Contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Service Provider shall either double the occurrence limits or obtain Owners and Service Providers Protective Liability Insurance.
- Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Service Providers, and Contractual Liability with combined bodily injury (including death) and property damage limits of \$2,000,000.00 per occurrence and \$4,000,000.00 general aggregate.

**B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

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

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

**NOTES:**

- a. If SERVICE PROVIDER will not be providing services under the Contract at a City facility, has no employees and/or is operating as a sole owner and single operator, SERVICE PROVIDER shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If SERVICE PROVIDER is a non-subscriber or is self-insured SERVICE PROVIDER shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

**C. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.

**NOTE:**

- a. If SERVICE PROVIDER does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the Contract, SERVICE PROVIDER shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

**D. PROFESSIONAL LIABILITY INSURANCE**

If SERVICE PROVIDER is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the SERVICE PROVIDER becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with limits of \$2,000,000.00 per claim, \$4,000,000.00 annual aggregate.

**SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the SERVICE

PROVIDER, the SERVICE PROVIDER shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name SERVICE PROVIDER as an additional insured.

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

**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.**

Xylem Vue 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:  
*Rocio Echeverria*

3/9/2026

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 3<sup>rd</sup> 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: 82981048-EFE7-40E4-BE84-3530C4DAEC71

Status: Sent

Subject: Please DocuSign: City Council Contract 8931 Water Utility Monitoring & Data Analytics Project

Source Envelope:

Document Pages: 76

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Gabby Leeper

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Gabby.Leeper@cityofdenton.com

IP Address: 198.49.140.104

## Record Tracking

Status: Original

Holder: Gabby Leeper

Location: DocuSign

3/3/2026 1:07:33 PM

Gabby.Leeper@cityofdenton.com

## Signer Events

## Signature

## Timestamp

Gabby Leeper

**Completed**

Sent: 3/3/2026 1:08:49 PM

Gabby.Leeper@cityofdenton.com

Viewed: 3/3/2026 1:10:29 PM

Senior Buyer

Signed: 3/3/2026 1:10:44 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Initial

Sent: 3/3/2026 1:10:48 PM

lori.hewell@cityofdenton.com

Viewed: 3/3/2026 1:12:33 PM

Purchasing Manager

Signed: 3/3/2026 1:13:11 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

Leah Bush

Signed by:  
  
3A6254145BDA469...

Sent: 3/3/2026 1:13:30 PM

leah.bush@cityofdenton.com

Viewed: 3/6/2026 2:41:25 PM

Assistant City Attorney

Signed: 3/9/2026 10:29:54 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

Rocio Echeverria

Signed by:  
  
34FD70376BEA44C...

Sent: 3/9/2026 10:30:00 AM

Rocio.Echeverria@xylem.com

Viewed: 3/9/2026 11:50:34 AM

SVP, General Manager - MCS Water

Signed: 3/9/2026 12:51:58 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.168.119.157

### Electronic Record and Signature Disclosure:

Accepted: 3/9/2026 11:50:34 AM

ID: de2fb1d6-1a79-4410-b141-5ae9efef9fc7

Signer Events	Signature	Timestamp
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Stephen D. Gay  
Stephen.Gay@cityofdenton.com  
General Manager  
Water Utilities  
Security Level: Email, Account Authentication (None)

Signed by:  
  
FEB48BB9726E4A9...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.104

Sent: 3/9/2026 12:52:06 PM  
Viewed: 3/9/2026 2:16:29 PM  
Signed: 3/9/2026 2:20:33 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/9/2026 2:16:29 PM  
ID: de9ff6cb-8d36-4f95-87b8-c3e75a1791fc

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

Sent: 3/9/2026 2:20:41 PM

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

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

**Electronic Record and Signature Disclosure:**  
Accepted: 1/12/2026 5:00:16 PM  
ID: 0c4dbe9c-18c0-433a-8b34-ef6d70091ffd

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
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 3/3/2026 1:10:48 PM

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

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

**COPIED**

Sent: 3/9/2026 2:20:40 PM  
Viewed: 3/10/2026 9:47:50 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

David Brown  
David.Brown@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/4/2026 7:56:52 AM  
ID: cf0f3174-8f0b-4389-b353-a13ca4b5fc0a

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/3/2026 1:08:49 PM
Envelope Updated	Security Checked	3/4/2026 11:07:07 AM
Envelope Updated	Security Checked	3/6/2026 2:54:27 PM
Envelope Updated	Security Checked	3/6/2026 2:54:27 PM
Envelope Updated	Security Checked	3/6/2026 2:54:27 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **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](mailto: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](mailto: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](mailto: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](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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

**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.