



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA
Monday, November 17, 2025**

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, November 17, 2025, at 6:00 PM** in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas, at which the following items will be considered:

- 1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE**
- 2. PUBLIC COMMENTS**

Citizens may speak on action items listed on the Agenda. A “Request to Speak Card” should be completed and returned to the City Clerk upon arrival, prior to the Council reaching the Public Comments section of the agenda. Citizen comments are limited to three (3) minutes, unless otherwise required by law. Comments related to the Public Hearings listed below, if any, will be heard when the specific hearing starts.

- 3. CONSENT AGENDA**

- A. Receive a report, hold a discussion and take action on approving the Minutes from the regular City Council Meeting held on November 3, 2025.
- B. Receive a report, hold a discussion, and take action on the reappointment of Josh Massey, Teresa Adams, Chip Piazza, and Ryan Johnson, and the initial appointment of Jared Johnson, to the Capital Improvements Advisory Committee, each to serve a two-year term.
- C. Receive a report, hold a discussion and take action on a vendor agreement with HydroMax USA, LLC (Contract No. 2025-0125) for testing, painting, and minor maintenance of fire hydrants in an amount not to exceed \$65,129.00 and authorize the Interim City Manager to execute all related documents.
- D. Receive a report, hold a discussion and take action on an ordinance amending the City of Denison Code of Ordinances, Chapter 25, “Traffic” to include Stop Signs at the intersection of Loy Lake Road, Saddle Creek Boulevard, and Seymore Bradley Road.

- 4. ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. Receive a report, hold a discussion, and take action on an amendment to a Professional Services Agreement with Halff Associates Inc. in an amount not to exceed \$693,140.00

for construction inspection services, and authorize the Interim City Manager to execute the same.

5. PROJECT UPDATES

- A. Building and Fire Code Amendments Update.

6. EXECUTIVE SESSION

- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.
- B. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

Following the closed Executive Session, the Council will reconvene in open and public session and take any such action as may be desirable or necessary as a result of the closed deliberations.

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times and posted on the City of Denison website on the 11th day of November 2025.

Christine Wallentine, City Clerk

In compliance with the Americans With Disabilities Act, the City of Denison will provide for reasonable accommodations for persons attending City Council meeting. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 903-465-2720, Ext: 2437.



**CITY OF DENISON
CITY COUNCIL MEETING
MINUTES**

Monday, November 3, 2025

Announce the presence of a quorum.

Mayor Pro Tem Teresa Adams called the meeting to order at 6:00 p.m. Council Members present were Michael Courtright, James Thorne and Spence Redwine. Council Member Josh Massey appeared via videoconference in accordance with Texas Government Code Section 552.127. Mayor Robert Crawley and Council Member Aaron Thomas were absent. Staff present were City Attorney, Julie Fort, Assistant City Manager, Renee Waggoner, City Clerk, Christine Wallentine, and Deputy City Clerk, Karen Avery. Interim City Manager, Bobby Atteberry, was absent. Department Directors were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Council Member James Thorne gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by Christine Wallentine, City Clerk.

2. PROCLAMATIONS AND PRESENTATION

A. ICC/IAEI Certificate of Recognition as an ElectriCity.

Rudy Garza, President and CEO, and Amanza Wozniak, Public Policy Specialist, with International Association of Electrical Inspectors, recognized the Building and Code Departments as an Electricity. This is a very special recognition for the City of Denison that is presented by the International Code Council and IAEI. For those not familiar with the International Code Council, they write all the building codes throughout the United States. Actually, they have the largest global presence of writing building codes, and they are partners with IAEI in this program in recognizing cities who have their staff properly trained in the way to do electrical inspections. Mr. Garza said you would be surprised at how many communities have inspectors that are out there inspecting electrical installations that have no proper training. So, the City's staff and inspectors signed up. For training and came to the training held in the city of Richardson. They attended the full day training and received what is called the basics of residential electrical inspection. Of all the inspections that are done in construction, none is more important to life safety than the electrical inspection. This is why cities need to make sure their inspectors are properly trained. What makes this so special is that it's a new program, and the City of Denison is one of the first three cities in the entire country to receive this recognition. The City is joined by the City of Austin, and then one of the fastest growing cities in the entire country,

Celina, as the first three cities. It's a movement. You're going to be hearing more and more about it. There are a ton of cities signing up because they understand how critical this type of training is. Your staff did a great job, and they appreciate being invited here this evening. A Certificate of Recognition was then presented to the Building and Code Departments.

B. Municipal Courts Week Proclamation.

Mayor Pro Tem Adams presented a proclamation honoring Municipal Court Week to Anne Ulmer, Court Coordinator, and Kenia Domiguez, Court Clerk. The City of Denison has hosted the Denison Municipal Court since April 26, 1920. Texas has more than 900 municipal courts, each established as a state court to provide justice in accordance with state law for Class C misdemeanors, traffic violations, and city ordinance cases. Municipal courts serve as the front line of justice in Texas, ensuring fair, timely, and accessible resolution of cases while upholding the rights of all citizens. Municipal courts have historically played a critical role in local government, helping maintain public safety, promote civic responsibility, and strengthen the relationship between citizens and their communities. The dedicated service of municipal court judges, court staff, and City Marshals contributes daily to the safety, order, and well-being of communities across Texas. The week of November 3–7, 2025, has been designated as Municipal Court Week in Texas to honor the important work of these state courts and the public servants who operate them. Mayor Pro Tem Adams then proclaimed the week of November 3-7, 2025, as Municipal Court Week in the City of Denison and urged all citizens to join in expressing appreciation to our municipal judges, court staff, and City Marshal for their professionalism, dedication, and service.

3. PUBLIC COMMENTS

Mayor Pro Tem Adams called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Christine Wallentine, City Clerk, confirmed there were no Request to Speak Cards received at this point in the meeting. Therefore, no public comments were received.

4. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the regular City Council Meeting held on October 20, 2025.
- B. Receive a report, hold a discussion, and take action on authorizing for submittal by the Denison Police Department the Equitable Sharing Agreement and Certification as required by the Department of Justice and the Department of Treasury, and the FY2025 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency as required by the Office of the Texas Attorney General.
- C. Receive a report, hold a discussion, and take action on a Service Agreement (Contract No. 2025-0121) between the City of Denison and Granicus, LLC, for a thirty-six (36) month contract to provide website development and maintenance services for the

Denison Convention and Visitors Bureau, and authorize the Interim City Manager to execute the same.

Council Action

On motion by Council Member Redwine, seconded by Council Member Courtright, the City Council approved the Consent Agenda as presented.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action on an ordinance amending the City of Denison budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026; and appropriating the funds for the various funds and purposes of such budget.

Council Action

Laurie Alsabbagh, Finance Director, stated she was here to present the final Fiscal Year 2026 Amended Budget for Councils approval. This has been a long process this year. The amended budget includes a total of eight (8) amendments. Four (4) of these amendments have a net zero budget impact. It's basically just moving some dollars from some accounts to the others where we felt there was a better use of the funds. One of the amendments is to accommodate the acceptance of the SAFER Grant, which will allow us to hire twenty-one (21) additional firefighters next year. This amendment will cause a net reduction of \$190,265 to our fund balance. One amendment is to correct a mis keyed figure that was entered incorrectly when we were making final updates just prior to the budget adoption. Then we have an amendment to the Hotel Occupancy Tax Fund for \$25,000 to help fund a position that will be shared between the Community Engagement and the Tourism Division. So, it will kind of benefit both divisions. Lastly, we have an amendment of \$32,000 to our TIRZ No. 3 budget to help fund a maintenance worker position to help maintain our downtown streetscape investment. So, to summarize these eight (8) amendments total, \$355,157. Of that, \$298,000 amends the General Operating Fund; \$25,000 amends the Hotel Occupancy Tax Fund; \$32,000 amends the TIRZ No. 3 Fund, and there are no amendments to the Utility Operating Fund.

There was no discussion or questions from the Council.

On motion by Council Member Redwine, seconded by Council Member Thorne, the City Council approved Ordinance No. 5418, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, APPROVING THE 2025-2026 AMENDED BUDGET; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; PROVIDING AN EFFECTIVE DATE AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW".

There being no further business to come before the Council, the meeting was adjourned at 6:12 p.m.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk



Agenda Item: Receive a report, hold a discussion, and take action on the reappointment of Josh Massey, Teresa Adams, Chip Piazza, and Ryan Johnson, and the initial appointment of Jared Johnson, to the Capital Improvements Advisory Committee, each to serve a two-year term.

Staff Contact:

Fanchon Stearns
Assistant Director of Public Works - CIP/Engineering
fstearns@denisontx.gov
(903) 465-2720 Ext. 2085

Summary

- The Capital Improvements Advisory Committee, or CIAC, was created in 2022 as part of the Impact Fee Study.
- The CIAC hears a twice annual report from staff and can make recommendations to the Council regarding capital improvements projects, plans, and fee program.
- This would reappoint the existing CIAC members for another two-year term and make the initial appointment of Jared Johnson.

Staff Recommendation

Staff recommends the reappointment and initial appointment as presented.

Recommended Motion

“I move to approve the reappointment of Josh Massey, Teresa Adams, Chip Piazza, and Ryan Johnson, and the initial appointment of Jared Johnson, to the Capital Improvements Advisory Committee, each to serve a two-year term.”

Background Information and Analysis

Chapter 395 of the Texas Local Government Code required the creation of a Capital Improvement Advisory Committee, or CIAC, as part of the Impact Fee program. Chapter 395 requires representation of the development community and the extraterritorial jurisdiction, and the proposed members meet these requirements. During the Impact Fee Study, the CIAC issued

recommendations to the Council and now receive twice annual reports from staff. The Committee can also offer recommendations to the Council regarding the Capital Improvements program and the use of fees, including land use assumptions, capital projects, and more. Under Chapter 395 of the Texas Local Government code: (c) The advisory committee services in an advisory capacity and is established to: (1) advise and assist the political subdivision in adopting land use assumptions; (2) review the capital improvements plan and file written comments; (3) monitor and evaluate implementation of the capital improvements plan; (4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and (5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee. Chapter 395 also requires representation of the development community and the extraterritorial jurisdiction. The appointments meet these requirements.

Financial Considerations

None.

Prior Board or Council Action

The Council created the CIAC by Ordinance No. 5225 on August 1, 2022.

Alternatives

The Council may table, modify, or deny the item.

Agenda Item: Receive a report, hold a discussion and take action on a vendor agreement with HydroMax USA, LLC (Contract No. 2025-0125) for testing, painting, and minor maintenance of fire hydrants in an amount not to exceed \$65,129.00 and authorize the Interim City Manager to execute all related documents.

Staff Contact:

Fanchon Stearns, Assistant Director of Public Works – CIP/Engineering
fstearns@denisontx.gov
903-647-3335

Summary

- The City is required under current ISO 1 criteria and recommended per NFPA 291 to test 100% of City owned and maintained fire hydrants every 5 years – this equates to approximately 20% of all hydrants annually.
- Hydromax completed the required number of inspections in FY2025.
- This contract includes testing, painting, minor maintenance, and other related work to test an additional 20% of Denison’s hydrants.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

“I move to approve the vendor agreement with HydroMax USA, LLC (Contract No. 2025-0125) for testing, painting, and minor maintenance of fire hydrants in an amount not to exceed \$65,129.00 and authorize the Interim City Manager to execute all related documents.”

Background Information and Analysis

The City owns and maintains approx. 1879 hydrants. The National Fire Protection Academy sets the standard for fire protection requirements for fire departments across the country. In order to maintain the City’s current coveted ISO 1 rating, Denison needs to be compliant with the NFPA recommendation that all hydrants be tested every 5 years. To make it more manageable,

both bodies support testing approximately 20% of hydrants annually. This agreement is for a fire specializing in hydrant work to test approximately 376 hydrants. The testing will include visual inspection which will check for: site obstructions that could interfere with hydrant operation; cracked or missing caps; broken and leaky nozzles, gaskets, and valves; correct above-ground hydrant height; and main valve leaks. All hydrants will also be flow tested and coated with a colored industrial coating according to the NFPA flow testing color chart. Minor repairs will also be done, including gasket replacement and lubrication. A retroreflective blue button will be placed at the road centerline for all hydrants to help fire personnel locate the hydrant. HydroMax personnel will also geolocate each hydrant and lead valve and provide a GIS file to the City, improving the accuracy of the water utility layers. Phase 1 of the project targeted older areas of the water system. This phase, Phase 2, will focus on school and neighborhood areas.

Financial Considerations

The \$65,129.00 for the project will be paid for by the Utility CIP - fund 022.

Prior Board or Council Action

None

Alternatives

The Council may modify, deny, or table the item.



City of Denison

Valve & Fire Hydrant Maintenance and Repair Services

TIPS Contract #240501

MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

Submitted by:

David Hamberlin

Hydromax USA

3700 River Walk Drive, Suite 145

Flower Mound, TX 75028

(812) 708-0886

David.Hamberlin@HydromaxUSA.com



September 2, 2025

Fanchon Stearns
CIP/ Engineering Manager
City of Denison
300 W Main St.
Denison, TX 75020



RE: Valve & Fire Hydrant Maintenance and Repair Services

Dear Ervin,

On behalf of Hydromax USA, I am pleased to submit this proposal for valve and fire hydrant maintenance and repair services using **TIPS Contract 240501 MRO Supplies, Equipment, Tool Rental, Sales and Services**. Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance and repair services programs, and strong regional presence, Hydromax USA is uniquely qualified and well-positioned to help Denison develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Denison a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.4 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Houston, JEA, Metro Water Nashville, and Orange County Utilities. Based upon a robust record of performance, our clients recognize that Hydromax USA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (812) 708-0886 or david.hamberlin@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

David Hamberlin

Business Development Manager Water/ Wastewater Solutions



1.0 ADMINISTRATION & TRAVEL

1.0.A Crew Travel / Mobilization

~~Hydromax USA will charge the Owner for crew travel and mobilization to the project site using a single line item for each crew member per 8-hour travel day.~~

1.0.B Lodging and Per Diem

For non-local projects, Hydromax USA will charge the Owner for crew lodging and per diem using a single line item for each crew member per project workday.

2.0 VALVE ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT

2.0.A-P Valve Operation and Evaluation (Under 4 inches to over 60 inches)

Hydromax USA will perform the following services for valves of various sizes in accordance with AWWA Manual M44: Distribution Valves: Selection, Installation, Field Testing, And Maintenance.

- Locate the valve
- Identify the valve
- GPS the valve location (sub-foot)
- Clean out valve box/vault
- Visually inspect the valve to discover discrepancies that are readily visible from above ground
- Exercise the valve
- All 4" and smaller valves will be exercised manually (one person on a hand key).
- 6" to 10" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and automated turn counter.
- Valves equal to or larger than 12" will be exercised with a hydraulic operated, microprocessor- and torque-controlled valve exerciser capable of 1,500 ft-lbs of torque.
- Data will be collected utilizing a handheld GPS device capable of providing consistent sub-foot point coordinates.
- Service provider will immediately notify Owner of any valves found closed or broken, or if any unsafe conditions are observed.
- Service provider will provide detailed, written valve exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by Owner (with input from the service provider until the valve turns or the operation is suspended again at a higher torque).
- The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised to a $\frac{3}{4}$ shut position to insure it does not become hydraulically locked in the closed position.
- Mark the valve location with blue marking paint
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or found closed valves. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

2.0.Q Valve Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is unable to be found, Hydromax USA will list the valve as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL valves. If the CNL valve is located, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.R Valve Cannot Be Accessed (CNA)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is located but cannot be accessed for any reason, the Hydromax USA will list the valve as CNA (cannot access). If the CNA valve can be accessed later, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.S Valve Located and Accessed, Not Operated (CNO)

Hydromax USA will locate, create access, obtain a GPS point, and collect information on the valve asset, however at the direction of the utility, will not operate the valve asset. Hydromax USA will identify these assets as GPS Only. Hydromax USA will provide a separate unit price for GPS Only valves.

Minor Valve Repairs

Under this program, the service provider will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary to restore valves to full operability, the minor repairs noted in the pricing table will typically be completed by the service provider in a full valve assessment program.

- **2.0.T Raise valve box to grade up to 18 inches in grass, dirt, and gravel.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in non-asphalt areas using drop-in risers. Materials will be provided by Owner.
- **2.0.U Raise valve box to grade up to 18 inches in asphalt with cold patch.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in asphalt areas using drop-in risers. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.V Realign valve box in grass, dirt, and gravel.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in non-asphalt areas. Materials will be provided by Owner.
- **2.0.W Realign valve box in asphalt with cold patch.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in asphalt. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.X Operating nut replacement without excavation up to 4' deep.** Hydromax USA shall replace valve operating nut without excavation at depths of up to four (4) feet. Hydromax USA shall remove any existing operation nut pieces from the valve stem and lower section of the roadway box, removing existing operating nut screws, re-tap the stem (if necessary) and securely install an operating nut. Materials will be provided by Hydromax USA.

3.0 FIRE HYDRANT ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT**3.0.A Single Hydrant Testing and Maintenance**

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage

- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate, record working pressure and calculate flow rate and gallons flushed.
- The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

3.0.B. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.C. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.D Two-Hydrant Fire Flow Testing and Maintenance

Hydromax USA will perform maintenance procedures in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance. Testing under this section will include obtaining the residual pressure from only one "flow hydrant" or port and will not guarantee achievement of a 10 psi drop as denoted in AWWA M17 or 25% psi drop as denoted in NFPA 291.

Prior to the execution of any Two Hydrant fire flow testing Hydromax USA will develop a digital pairing of hydrants represented in a standalone GIS layer for submittal and review to the Owner. Digital pairing layer will be visible to field crews during the execution of the hydrant flow test.

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate up to 15 minutes or until clear, whichever is less, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact the TIPS Member.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure

- Re-attach hydrant nozzle caps
- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA’s Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA’s system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant static and residual pressures
 - Flow at 20 PSI calculation
 - Hydrant pressure after 2 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.

3.0.E. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.F. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.G High Pressure Hydrant Additional Safety Procedures

When a hydrant over 125PSI static pressure is encountered, Hydromax USA will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster to hydrant and secure the other end to hitch mounted diffuser or another stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

3.0.H. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.I. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.J Fire Hydrant Minor Repairs

Hydromax USA will provide labor in four-hour increments for the following minor fire hydrant repairs. Final scope of work will be defined by Owner prior to Hydromax USA mobilization and start of project.

- **Upper Barrel Repair (labor only).** Hydromax USA will repair and/or replace all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, to return the hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.
- **Lower Barrel Repair (labor only).** Hydromax USA will repair and/or replace all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve to return the hydrant to working order.
- **Hydrant Extension (6-18 inches; labor only).** Hydromax USA will raise hydrant six (6) to eighteen (18) inches to ensure the pumper nozzle is at the required above-grade height per AWWA M-17. Materials provided by Owner.

3.0.K Fire Hydrant ID Tags

Hydromax USA will furnish and install fire hydrant identification tags during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

3.0.L Fire Hydrant Road Markers

Hydromax USA will furnish and install reflective road markers during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

4.0 FLUSHING SERVICES

4.0.A Non-UDF Flushing Services

Hydromax USA will execute hydrant flushing (non-UDF) using a single-person daily rate. Crews will flush hydrants for a pre-determined amount of time or until achieving a clear white bucket test for water quality. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

4.0.B Unidirectional Flushing Services (UDF)

Hydromax USA will execute unidirectional flushing (UDF) program using a two-person daily rate. Crews will flush the sequence hydrant for up to three (3) water column turnovers or achieve a clear white bucket test for water quality, whichever occurs first. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

5.0 ACOUSTIC LEAK DETECTION

Hydromax USA will perform acoustical leak detection using data loggers and correlation equipment using a daily rate. The process includes preliminary surveys, deployment of loggers, data collection, analysis, on-site verification, and detailed reporting of findings.

5.0.A Acoustical Leak Detection Services (8-hour minimum)

For leak detection that is not part of a comprehensive water loss program, Hydromax USA will perform acoustical leak detection services at a daily rate.

5.0.B Acoustical Leak Detection Program (250 miles minimum)

For leak detection that is part of a comprehensive program that covers a minimum of 250 miles of metallic pipeline, Hydromax USA will perform acoustical leak detection using a mileage rate.

6.0 ADDITIONAL MISCELLANEOUS SERVICES

Hydromax USA may provide the following additional miscellaneous services as defined and as approve by Owner prior to Hydromax USA mobilization and start of project.

- **6.0.A GIS Data Analyst Support Services**
Hourly rate for performing additional GIS support services not specifically defined in other sections of this RFP.
- **6.0.B Confined Space Entry Tech Services**
Additional rate per asset to perform services which require confined space entry. Hydromax USA will adhere to related OSHA requirements.
- **6.0.C Test Cut and Shut-Down Support Services**
Hourly rate to provide on-call test cut and shut-down support services to the utility in support of emergency and planned operations.
- **6.0.D Maintenance of Traffic (MOT beyond arrow boards and cones).**
Daily rate for additional MOT required outside of cones, arrow boards, and flashers to perform the required scope of work. Cones, arrow boards, and flashers are provided as part of our standard temporary MOT.
- **6.0.E Utility Services Field Technician**
Hourly rate for a field technician with equipment to perform additional non-repair services not specifically defined in other sections of this RFP.

7.0 PROGRAM PRICING

Hydromax USA proposes to perform the following scope of work as defined in the sections above at the for the TIPS pricing referenced in the table below. It is understood that all quantities are approximate totals and non-binding.

Item #	Service Name	Service Description	Unit	TIPS Price	QTY	Ext. Price
1.0 Administration & Travel						
1.0.A	Crew Travel/ Mobilization	8 Hour Travel Day for Crew Mobilization to Project Site	Per Person/ Per Day	\$2,000.00	0.0	\$0.00
1.0.B	Lodging and Per Diem	Lodging and Per Diem for Non-Local Project	Per Person / Per Day	\$200.00	48.0	\$9,600.00
2.0 Valve Assessment, Maintenance & Information Management						
2.0.A	Valve Assessment, 4 Inch or smaller Diameter Valve	AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	Per Valve	\$57.75	0.0	\$0.00
2.0.B	Valve Assessment, 6- inch Diameter Valve	AWWA M44 Valve Assessment, 6-inch Diameter Valve	Per Valve	\$59.85	0.0	\$0.00

2.0.C	Valve Assessment, 8-inch Diameter Valve	AWWA M44 Valve Assessment, 8-inch Diameter Valve	Per Valve	\$60.90	0.0	\$0.00
2.0.D	Valve Assessment, 10-inch Diameter Valve	AWWA M44 Valve Assessment, 10-inch Diameter Valve	Per Valve	\$63.00	0.0	\$0.00
2.0.E	Valve Assessment, 12-inch Diameter Valve	AWWA M44 Valve Assessment, 12-inch Diameter Valve	Per Valve	\$63.00	0.0	\$0.00
2.0.F	Valve Assessment, 14-inch Diameter Valve	AWWA M44 Valve Assessment, 14-inch Diameter Valve	Per Valve	\$63.00	0.0	\$0.00
2.0.G	Valve Assessment, 16-inch Diameter Valve	AWWA M44 Valve Assessment, 16-inch Diameter Valve	Per Valve	\$63.00	0.0	\$0.00
2.0.H	Valve Assessment, 20-inch Diameter Valve	AWWA M44 Valve Assessment, 20-inch Diameter Valve	Per Valve	\$73.50	0.0	\$0.00
2.0.I	Valve Assessment, 24-inch Diameter Valve	AWWA M44 Valve Assessment, 24-inch Diameter Valve	Per Valve	\$73.50	0.0	\$0.00
2.0.J	Valve Assessment, 30-inch Diameter Valve	AWWA M44 Valve Assessment, 30-inch Diameter Valve	Per Valve	\$157.50	0.0	\$0.00
2.0.K	Valve Assessment, 36-inch Diameter Valve	AWWA M44 Valve Assessment, 36-inch Diameter Valve	Per Valve	\$183.75	0.0	\$0.00
2.0.L	Valve Assessment, 42-inch Diameter Valve	AWWA M44 Valve Assessment, 42-inch Diameter Valve	Per Valve	\$210.00	0.0	\$0.00
2.0.M	Valve Assessment, 48-inch Diameter Valve	AWWA M44 Valve Assessment, 48-inch Diameter Valve	Per Valve	\$262.50	0.0	\$0.00
2.0.N	Valve Assessment, 54-inch Diameter Valve	AWWA M44 Valve Assessment, 54-inch Diameter Valve	Per Valve	\$288.75	0.0	\$0.00
2.0.O	Valve Assessment, 60-inch Diameter Valve	AWWA M44 Valve Assessment, 60-inch Diameter Valve	Per Valve	\$367.50	0.0	\$0.00
2.0.P	Valve Assessment, Over 60-inch Diameter Valve	AWWA M44 Valve Assessment, Over 60-inch Diameter Valve	Per Valve	\$420.00	0.0	\$0.00
2.0.Q	Valve Cannot Be Located (CNL)	AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	Per CNL	\$57.75	0.0	\$0.00

2.0.R	Valve Cannot Be Accessed (CNA)	AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	Per CNA	\$57.75	0.0	\$0.00
2.0.S	Valve Located and Accessed, Not Operated (CNO)	AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	Per CNO	\$57.75	0.0	\$0.00
2.0.T	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$37.50	0.0	\$0.00
2.0.U	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$112.00	0.0	\$0.00
2.0.V	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$75.00	0.0	\$0.00
2.0.W	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$224.00	0.0	\$0.00
2.0.X	Valve Operating Nut Repair	Valve Operating Nut Repair (up to 48-inches; No Excavation)	Per Valve	\$750.00	0.0	\$0.00

3.0 Fire Hydrant Assessment, Maintenance & Information Management

3.0.A	Fire Hydrant Testing and Maintenance (Single; No Paint)	Fire Hydrant Testing and Maintenance (Single; No Paint)	Per Hydrant	\$52.50	0.0	\$0.00
3.0.B	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Per Hydrant	\$59.50	0.0	\$0.00
3.0.C	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Per Hydrant	\$69.50	0.0	\$0.00
3.0.D	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Per Hydrant	\$105.00	0.0	\$0.00
3.0.E	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Per Hydrant	\$112.00	0.0	\$0.00

3.0.F	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Per Hydrant	\$122.00	325.0	\$39,650.00
3.0.G	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; No Paint)	Per Hydrant	\$78.75	0.0	\$0.00
3.0.H	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; One-Color Paint)	Per Hydrant	\$85.75	0.0	\$0.00
3.0.I	Fire Hydrant Testing and Maintenance (High Pressure; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; w/ Two-Color NFPA Paint)	Per Hydrant	\$95.75	0.0	\$0.00
3.0.J	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Per Hour/Per Person	\$150.00	64.5	\$9,675.00
3.0.K	Fire Hydrant ID Tag	Furnish & Install Fire Hydrant ID Tag	Per Tag	\$14.00	30.0	\$420.00
3.0.L	Fire Hydrant Reflective Road Marker	Furnish & Install Fire Hydrant Reflective Road Marker	Per Marker	\$12.00	482.0	\$5,784.00
4.0 Flushing Services						
4.0.A	Fire Hydrant Flushing Services (Non-UDF)	Fire Hydrant Maintenance Flushing (Non-UDF; 1-Person Crew; 8-Hour Day)	Per Day/Per 1-Person Crew	\$1,200.00	0.0	\$0.00
4.0.B	Unidirectional Flushing Services	Unidirectional Flushing Plan Execution Services (2-Person Crew; 8-Hour Day)	Per Day/Per 2-Person Crew	\$2,400.00	0.0	\$0.00
5.0 Acoustic Leak Detection						
5.0.A	Acoustic Leak Detection	Acoustical Leak Detection Services (8-Hour Minimum)	Per Day/Per Person	\$1,800.00	0.0	\$0.00
5.0.B	Acoustic Leak Detection Program	Acoustic Leak Detection Program - Metallic (250 Miles Minimum)	Per Mile	\$250.00	0.0	\$0.00

6.0 Additional Miscellaneous Services						
6.0.A	GIS Data Services	GIS Data Analyst Services in Support of Asset Management Program	Per Hour/Per Person	\$175.00	0.0	\$0.00
6.0.B	Confined Space Entry Certified (Added to Services)	Confined Space Tech Services (2-Person Crew)	Per Asset	\$250.00	0.0	\$0.00
6.0.C	MOT Beyond Arrow Boards and Cones	Maintenance of Traffic (MOT Beyond Arrow Boards and Cones)	Per Day	\$1,800.00	0.0	\$0.00
6.0.D	Test-Cut / Shut Down Service and Mapping	Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Per Hour/Per Person	\$235.00	0.0	\$0.00
6.0.E	Field Technician - Hourly	Utility Services Field Technician w/ Equipment (Non-Repair)	Per Hour/Per Person	\$150.00	0.0	\$0.00
Total						\$65,129.00

- For line item 3.0.J - 32 of those hours are the estimate time needed to go back to the previous 314 fire hydrants and place blue reflectors. 32.5 hours is to cover the \$15 per hydrant cost for Themec paint.
- For line item 3.0.K - this is an estimate to cover the cost for out-of-service reflective rings.
- For line item 3.0.L – 325 of the count is for the FY2026 hydrants, and 157 are to cover the cost to purchase reflectors for the 338 fire hydrants that we will revisit to install reflectors from FY2025 work.

8.0 PROGRAM CONTRACTING

The TIPS Member must include the Vendor Name and TIPS Contract Name and Number on each purchase order so that Hydromax USA can report contract use to TIPS.

Vendor Name: **Hydromax USA LLC**

TIPS Contract Name and Number: **TIPS Contract 240501; MRO (Maintenance, Repair, and Operations Of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services)**

9.0 ACCEPTANCE AND AGREEMENT

TIPS requires its members to execute a vendor agreement prior to the performance of any services. By signing below, the TIPS Member accepts the scope of work, associated pricing, and supplemental terms and conditions provided herein. Once signed by both the TIPS Member and Hydromax USA, this document shall constitute an agreement for HUSA to provide the services as defined above.

Accepted on behalf of TIPS Member City of Denison:

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted on behalf of Hydromax USA LLC:

Signature: Shane Majetich
Name: Shane Majetich

Title: VP Water and Wastewater

Date: 10/8/25

SUPPLEMENTAL TERMS AND CONDITIONS

**TIPS CONTRACT 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS)
SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

The following terms and conditions (these “**Terms**”) shall apply to all services Hydromax USA LLC (“**HUSA**”) performs for TIPS Members (as defined in [Section 1](#)) in connection with the above-referenced TIPS contract:

THESE TERMS ARE AN OFFER BY HUSA TO PERFORM SERVICES (AS DEFINED BELOW) FOR THE TIPS MEMBER SUBJECT TO THE APPROVAL OF HUSA’S CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THESE TERMS, THE ACCEPTED PROPOSAL (AS DEFINED BELOW) AND ANY OTHER DOCUMENTS SPECIFICALLY REFERRED TO HEREIN OR THEREIN (COLLECTIVELY, THE “**AGREEMENT**”) CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN HUSA AND THE TIPS MEMBER AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN THE PARTIES EITHER EXPRESSED OR IMPLIED. THIS AGREEMENT SUPERSEDES AND GOVERNS OVER THE TERMS AND CONDITIONS OF ANY DOCUMENT PRESENTED, SENT OR ISSUED BY THE TIPS MEMBER. ALL DOCUMENTATION SHALL BE SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. NO VARIATION OF THE AGREEMENT SHALL BE BINDING UPON HUSA UNLESS AND UNTIL SUCH VARIATION HAS BEEN ACCEPTED IN WRITING BY A DULY AUTHORIZED PERSON ON BEHALF OF HUSA. THIS AGREEMENT AND ALL DISPUTES AND LEGAL ACTIVITIES SHALL BE GOVERNED BY AND CONDUCTED AS SET FORTH IN THESE TERMS.

1. DEFINITIONS

- a. “**Accepted Proposal**” means the proposal for Services submitted by HUSA in response to a TIPS posting that has been accepted by the TIPS Member and agreed between the parties. These Terms are an essential part of every HUSA proposal and must be executed by each party for a proposal to be deemed accepted.
- b. “**Person**” means (whether or not capitalized) an individual, corporation, business trust, estate, trust, partnership, association, joint venture, or other legal or commercial entity. This term also includes a government or governmental subdivision, agency or instrumentality.
- c. “**TIPS Member**” means any public entity or qualifying non-profit that has properly joined or utilizes The Interlocal Purchasing System (“**TIPS**”).

2. SERVICES

The services to be performed by HUSA for the TIPS Member shall be detailed and described in the Accepted Proposal (the “**Services**”). Any modifications of the Accepted Proposal and/or any Services set forth therein must be in writing and agreed between the parties to be effective. All costs of changes to the Accepted Proposal and/or any Services requested by the TIPS Member will be at the TIP Member’s expense, subject to these Terms.

3. FEES

- a. **Fees:** The fee (“**Fee**”) for the Services shall be as agreed in the Accepted Proposal. Any changes to the Fee must be in writing and agreed between the parties to be effective; provided, however, that, if the changes to the Fee results in pricing that is not already included in the TIPS pricing and approved by TIPS, such pricing will not be effective until it is approved by TIPS. Any changes to the Services requested by the TIPS Member, or required by law or regulation or deemed necessary by HUSA may cause additional fees and costs.
- b. **Taxes:** The TIPS Member shall be responsible and liable for the payment of all taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the Agreement, including, without limitation, federal, provincial and local, excise, sales, use, goods and services, value added and any taxes or other amounts in lieu thereof, except for any taxes based on HUSA’s net income (collectively, “**Taxes**”). Notwithstanding the foregoing or anything herein to the contrary, (a) this provision shall not apply if the TIPS Member is tax-exempt and it promptly provides HUSA with a copy of its tax exemption certificate or other proof of tax-exempt status, and (b) the laws and regulations regarding Taxes applicable to the TIPS Member shall control in the event of a conflict.
- c. **Payment Terms**
 - i. All payments must be made in cash in U.S. Dollars unless otherwise agreed in writing by HUSA. If the currency conversion rate utilized by the TIPS Member in making any payment results in the payment of an amount less than the full amount due in U.S. Dollars for any reason (including, without limitation, a change in the exchange rate between the conversion date and date of actual payment), the TIPS Member shall pay any such shortfall to HUSA immediately upon HUSA’s demand.
 - ii. When HUSA is engaged to perform full program management including all field correlation activities, 90% of payment is due upon completion of field testing. The remaining 10% is billed upon submission of a draft report.
 - iii. All invoices are Net 30 and will be due and payable no later than 60 days from the date of invoice.
 - iv. All payments made by the TIPS Member shall be calculated without reference to any back charge, set-off or counterclaim and shall be made free and clear of and without deduction for or on account of any back charge, set-off or counterclaim.
 - v. All fees, expenses and other payments under the Agreement shall be paid without giving effect to any Taxes. If the TIPS Member is required by law to deduct or withhold any amounts with respect to any Taxes or if any Taxes are required to be paid by HUSA as a result or arising out of the Agreement, the TIPS Member shall pay HUSA such additional amounts as shall be required so that the net amount received by HUSA from the TIPS Member after such deduction, withholding or payment shall equal the amounts otherwise payable to HUSA under the Agreement. If any Taxes are payable with respect to the Fee paid or payable to HUSA under this Agreement, HUSA will add the amount of such Taxes to its invoice and the TIPS Member shall pay HUSA such Taxes.
- d. **Late Payments:** Where the TIPS Member fails to pay the Fees in accordance with these Terms, HUSA shall have the right, in addition to any other rights or remedies available to it, to charge, and the TIPS Member agrees to pay, interest on such overdue amounts at the rate of the greater of one percent (1.0%) and the maximum amount permitted by law, per month calculated daily, compounded monthly both before and after any court judgement in respect of the same from the date such payment was due including attorney

fees. In addition, HUSA may suspend the performance of Services if any undisputed Fees are not paid to HUSA in accordance with this Agreement.

- e. TIPS Member Financial Conditions: If, during the period of performance of the Agreement, the financial condition of the TIPS Member is determined by HUSA not to justify the terms of payment specified, HUSA may demand full or partial payment in advance before performing (or continuing to perform) under the Agreement, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the Agreement.
- f. Cost of Collection: The TIPS Member shall be responsible and liable for paying all costs and expenses incurred by HUSA associated with any collections and related efforts (including without limitation reasonable attorneys' fees and costs).

4. WARRANTY

- a. HUSA warrants that it will perform the Services in accordance with the specifications agreed in the Accepted Proposal and in compliance with applicable law. This warranty shall expire twelve (12) months from the date on which the Services were performed. In the event the Services do not conform to this warranty, HUSA will reperform such nonconforming Services. If the Services cannot be reperformed, HUSA shall refund the amount paid by the TIPS Member for such nonconforming Services. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such reperformance or refund.
- b. HUSA further warrants that any parts provided in connection with the Services will be free from defects. This warranty shall expire twelve (12) months from the date on which the part was provided by HUSA to the TIPS Member. In the event a part is defective, HUSA shall, at its sole option, either (1) repair or replace the defective part or components thereof, or (2) refund the price paid for the defective part to the TIPS Member. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such repair, replacement or refund, and shall be conditioned upon HUSA receiving written notice of any defect within a reasonable period of time after the defect was discovered or by reasonable care should have been discovered. In no event shall HUSA's liability for such defective part exceed the price paid by the TIPS Member for such part.
- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, HUSA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, WITH RESPECT TO SUITABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. HUSA DOES NOT REPRESENT OR WARRANT (I)¹ THAT THE SERVICES WILL MEET THE TIP MEMBER'S NEEDS OR EXPECTATIONS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME, OR (II) THAT THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS.

5. LIMITATION OF LIABILITY

- a. Exclusion of Consequential Damages: IN NO EVENT SHALL HUSA BE LIABLE TO THE TIPS MEMBER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT

LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL, ANY INTERRUPTION, INACCURACY OR ERROR AND/OR PERSONAL INJURY SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON A WARRANTY CLAIM OR ON A CLAIM OR ACTION OF AGREEMENT, TORT, OR OTHERWISE, EVEN IF HUSA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- b. **Time Limit for Claims:** ANY AND ALL CLAIMS, DEMANDS AND ACTIONS THE TIPS MEMBER HAS OR MAY HAVE AGAINST HUSA OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS ARISING FROM OR IN CONNECTION WITH THE AGREEMENT MUST BE COMMENCED BY THE TIPS MEMBER WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE THAT THE CAUSE OF ACTION FIRST AROSE. ANY AND ALL CLAIMS NOT COMMENCED WITHIN THIS TIME PERIOD WILL BE DEEMED WAIVED AND ABSOLUTELY BARRED. IN NO EVENT SHALL ANY CLAIM OF THE TIPS MEMBER BE COMMENCED AFTER ANY APPLICABLE STATUTORY LIMITATION HAS PASSED.
- c. **Limitation of Damages:** IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE TIPS MEMBER AGAINST HUSA WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY HUSA OF ANY OF ITS OBLIGATIONS (WHETHER OR NOT A FUNDAMENTAL BREACH), THE TIP MEMBER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM HUSA PAYMENT FOR ACTUAL AND DIRECT DAMAGES UP TO THE LIMIT OF THE APPLICABLE INSURANCE PROVIDED BY HUSA (AS SET FORTH IN SECTION 7 BELOW) IN CONNECTION WITH ITS SERVICES IN QUESTION. THE TIPS MEMBER ACKNOWLEDGES AND AGREES THAT: (A) THE ESSENTIAL PURPOSE OF THIS SECTION 5(C) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY; (B) THE FEES WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF HUSA WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN; AND (C) HUSA HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SERVICES TO THE TIPS MEMBER.
- d. **Claims Against HUSA:** The TIPS Member acknowledges and agrees that, to the fullest extent permitted by law, HUSA shall be the TIPS Member's sole and exclusive source for damages arising out of or in connection with the Services being provided under this Agreement, and no claim shall be brought against any employees, directors, officers, shareholders or partners of HUSA, unless the claim arises from the fraud, dishonesty or illegal acts of the person providing the Services.
- e. **Proportional Liability:** If the TIPS Member sustains any Damages (as defined below) for which HUSA and another person are jointly and severally liable, the TIPS Member agrees that the loss it can recover from HUSA shall be limited so as to be proportional to HUSA's relative contribution to the fault that caused the Damages.

6. INDEMNITY

- a. To the extent permitted by the laws and constitution of the TIPS Member's State, the TIPS Member agrees to indemnify, defend and hold HUSA and its employees, directors, officers, shareholders or partners (collectively, "**HUSA Indemnitees**") harmless from and against any and all claims, actions, lawsuits, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Damages**") arising from, related to or in connection with the fraud, gross negligence or willful misconduct of the TIPS Member or its affiliates and its and their employees, directors, officers, shareholders or partners.

- b. HUSA agrees to indemnify, defend and hold the TIPS Member harmless from and against any and all Damages arising from, related to or in connection with the negligence or willful misconduct of HUSA or its employees, directors, officers, shareholders or partners.

7. INSURANCE

- a. Minimum Coverage. HUSA will maintain no less than the following insurance coverages and limits during the term of this Agreement (each, a “Policy” and collectively, the “Policies”).
 - i. Commercial General Liability (“CGL”): combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - ii. Automobile Liability (“Auto”): combined single limit of \$1,000,000 with coverage for owned and leased automobiles. Automobile coverage is only necessary if HUSA’s vehicles are used in the provision of Services hereunder and/or are brought onto the TIPS Member’s site;
 - iii. Worker’s Compensation: statutory limits for the jurisdiction in which HUSA provides Services hereunder;
 - iv. Employers Liability: \$1,000,000 per accident/disease; and
 - v. Umbrella Liability: \$1,000,000 per occurrence and in the aggregate.
- b. Additional Insured. HUSA will add the TIPS Member as an additional insured on each of the CGL and Auto Policy if being used to meet the standard of the General Liability and Automobile Liability.
- c. Certificates of Insurance. Upon written request of the TIPS Member, HUSA shall provide the TIPS Member with current valid certificates of insurance verifying that the insurance requirements have been met and the Policies are in full force and effect.
- d. Notification. All Policies will [not be suspended, voided, cancelled, non-renewed or reduce below the coverages or limits set out in (a) above unless replaced by a policy with at least the same coverages or limits as the prior Policy except after thirty (30) days’ prior written notice has been given to the TIPS Member by certified mail, return receipt requested] [provide a minimum thirty (30) day endeavor to notify the TIPS Member, when available, by HUSA’s insurer].
- e. Damages. The TIPS Member waives all rights against HUSA and its employees, directors, officers, shareholders or partners for recovery of damages to the extent these damages are covered by the Policies maintained as required herein.

8. FORCE MAJEURE

HUSA is not responsible or liable for any delays or nonperformance arising from or in connection with any act of the TIPS Member or any person acting on the TIPS Member’s behalf, earth movement, fire, flood, explosion, the elements, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, acts of any governmental or regulatory authority substantially affecting HUSA’s operations, in the event HUSA suspends or discontinues business for any reason, or for any other reason beyond HUSA’s reasonable control.

9. GOVERNING LAW; VENUE

Each of the TIPS Member and HUSA expressly agree that (a) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof, and (b) any action or proceeding relating to this Agreement shall be brought exclusively in a State court of competent jurisdiction located in Denton County, Texas, or, if a Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas. Each Party hereby irrevocably consents to the jurisdiction of such courts and waives any objections it may have to personal jurisdiction, venue or forum. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10. TERM; TERMINATION

- a. **Term:** This Agreement shall commence as of the date the parties execute these Terms and shall continue until the completion of HUSA's Services, unless terminated earlier in accordance with this Agreement.
- b. **Termination for Convenience:** Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party.
- c. **Termination for Cause:** This Agreement may be terminated immediately upon written termination from one party (the "**Terminating Party**") to the other (the "**Terminated Party**") if any of the following occur:
 - i. the Terminated Party defaults in the performance of any of its material duties under this Agreement and, after written notice of such default, fails to cure such default within thirty (30) days (or, if such default cannot be cured in such time, does not give within thirty (30) days such assurance of cure as shall be reasonably satisfactory to the Terminating Party);
 - ii. the Terminated Party is dissolved (other than pursuant to a consolidation, amalgamation or merger) or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - iii. a court having jurisdiction in the premises shall enter a decree or order for relief, and such decree or order shall not have been vacated within sixty (60) days, in respect of the Terminated Party in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, trustee, administrator, sequestrator or similar official for the Terminated Party or any substantial part of its property or order the winding-up or liquidation of its affairs; or
 - iv. the Terminated Party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, consents to the entry of any order for relief in an involuntary case under any such law, consents to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Terminated Party or any substantial part of its property, consents to the taking of possession by any such official or any substantial part of its property, makes any general assignment for the benefit of creditors or fails generally to pay its debts as they become due.

Each Party hereunder agrees that, if any of the events specified in clauses (ii), (ii) or (iv) of this Section 9(c) occurs, it shall use reasonable efforts to give written notice thereof to the other Party within five (5) business days after the occurrence of such event.

- d. **Effect of Termination:** Upon termination of this Agreement by any party, HUSA shall immediately cease the performance of the Services and the TIPS Member shall be liable for payment of all fees, costs and

other expenses and disbursements accrued or incurred up to the date of such termination in accordance with this Agreement.

11. MISCELLANEOUS

- a. **Field Representative:** A HUSA Field Representative may assist the TIPS Member, however, that Representative has no authority to bind HUSA in any way. HUSA shall not be held liable or responsible for any instructions or technical advice in connection with the Services hereunder.
- b. **Compliance with Laws:** HUSA will not undertake any Services that are prohibited by government regulation or the laws of the United States or the State of Texas or, as the case may be, by government regulation or the laws of any jurisdiction in which the Services are carried out or in which the TIPS Member is incorporated or has its principal place of business. HUSA will also not directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any person, including any government official, legal professional or person affiliated with a legal organization or institution, to obtain improper information or secure any improper advantage for the TIPS Member in the course of carrying out the Services.
- c. **Relationship of Parties:** As between themselves, the parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other party for any purpose, and neither party will have any right, power, or authority to obligate the other party.
- d. **Binding Agreement:** This Agreement shall be binding upon and shall endure to the benefit of HUSA and the TIPS Member and their respective heirs, executors, administrators, receivers, legal representatives, successors and permitted assigns.
- e. **Assignment:** Notwithstanding anything to the contrary contained herein, the obligations of HUSA under these Terms may be assigned or delegated to any company affiliated with HUSA, including all subsidiaries of HUSA and its employees and agents, provided that HUSA shall remain responsible to the TIPS Member as otherwise provided.
- f. **Severability:** In the event that any provision (or any portion of a provision) of these Terms shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
- g. **Publicity:** HUSA may disclose the existence of these Terms, the Agreement or the relationship between the parties. Without HUSA's prior written consent, the TIPS Member shall not use HUSA's name, logo, trademark or service mark and shall not issue any press release or otherwise make any public statements with respect to this Agreement or the contemplated arrangement hereunder.
- h. **Waiver.** No provision of, right or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing duly executed by both parties. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default,

whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

- i. Counterparts. This Agreement may be executed in counterparts (which may be exchanged by fax or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement.



Agenda Item: Receive a report, hold a discussion and take action on an ordinance amending the City of Denison Code of Ordinances, Chapter 25, “Traffic” to include Stop Signs at the intersection of Loy Lake Road, Saddle Creek Boulevard, and Seymore Bradley Road.

Staff Contact:

Fanchon Stearns, Assistant Director of Public Works – CIP/Engineering
fstearns@denisontx.gov
903-647-3335

Summary

- Additional traffic control is needed at the intersection of Loy Lake Road, Saddle Creek Boulevard, and Seymore Bradley Road.
- The City’s contracted traffic engineers assessed the intersection and recommended the additional of stop signs and pavement markings as presented.

Staff Recommendation

Staff recommends approval of the item

Recommended Motion

“I move to approve the ordinance amending the City of Denison Code of Ordinances, Chapter 25, “Traffic” to include Stop Signs at the intersection of Loy Lake Road, Saddle Creek Boulevard, and Seymore Bradley Road.”

Background Information and Analysis

Additional traffic control is needed at the intersection of Loy Lake Road, Saddle Creek Boulevard, and Seymore Bradley Road. The City’s contracted traffic engineers assessed the intersection and recommended the additional of stop signs and pavement markings as presented.

Financial Considerations

Installation of the signs and markings will be paid for by the respective division budgets.

Prior Board or Council Action

None

Alternatives

The Council may modify, deny, or table the item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 25, “TRAFFIC”, ARTICLE V, “STOPPING, STANDING AND PARKING”, SECTION 25-136.1, “STOP INTERSECTIONS – ENUMERATED”, AMENDING THE ENUMERATED INTERSECTIONS DESIGNATED AS STOP INTERSECTIONS; AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ERECT TRAFFIC CONTROL DEVICES NECESSARY TO IMPLEMENT THIS ORDINANCE; PROVIDING A PENALTY; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, it has been determined by the City Council of the city of Denison, Texas (“City Council”) that the installation of stop signs at the intersection of Loy Lake Road at its intersection with Seymore Bradley Lane and Saddle Creek Boulevard will increase pedestrian and motor vehicle safety; and

WHEREAS, Texas Transportation Code Section 542.201 provides that a local authority may regulate traffic in a manner that does not conflict with Texas Transportation Code Chapter 542, Title 7, Subtitle C; and

WHEREAS, the City of Denison, Texas (the “City”) has the authority to adopt regulations restricting and regulating the direction and flow of traffic on streets located within the City limits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment. The City’s Code of Ordinances, Chapter 25, “Traffic”, Article V, “Stopping, Standing and Parking”, Section 25-136.1, “Stop Intersections – Enumerated”, is hereby amended by adding language that is underlined (underlined -which shall be placed alphabetically in the Code) as follows:

Sec. 25-136.1. Same—Enumerated

The following intersections are designated as stop intersections:

...

Loy Lake Road Northbound and Southbound at its intersection with Seymore Bradley Road.

Saddle Creek Boulevard Westbound at its intersection with Loy Lake Road.

Seymore Bradley Road Eastbound at its intersection with Loy Lake Road.

SECTION 3: Traffic Control Device. The Director of Public Works, or their designee, is hereby directed to install all traffic control devices necessary to implement the provisions of this Ordinance.

SECTION 4: Penalty. Any person violating this Ordinance or the requirements to obey traffic control devices contained in the Texas Transportation Code and other applicable law shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with penalties prescribed by the Texas Transportation Code and the City's Code of Ordinances. Each occurrence in violation of this Ordinance shall constitute a separate and distinct offense.

SECTION 5: Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7: Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

SECTION 8: Effective Date. This Ordinance shall become effective upon its passage and publication as required by law.

AND IT IS SO ORDERED.

On Motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing ordinance was passed and approved by the following vote:

Ayes:

Nays:

Abstentions:

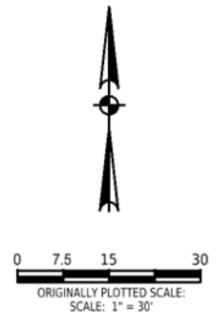
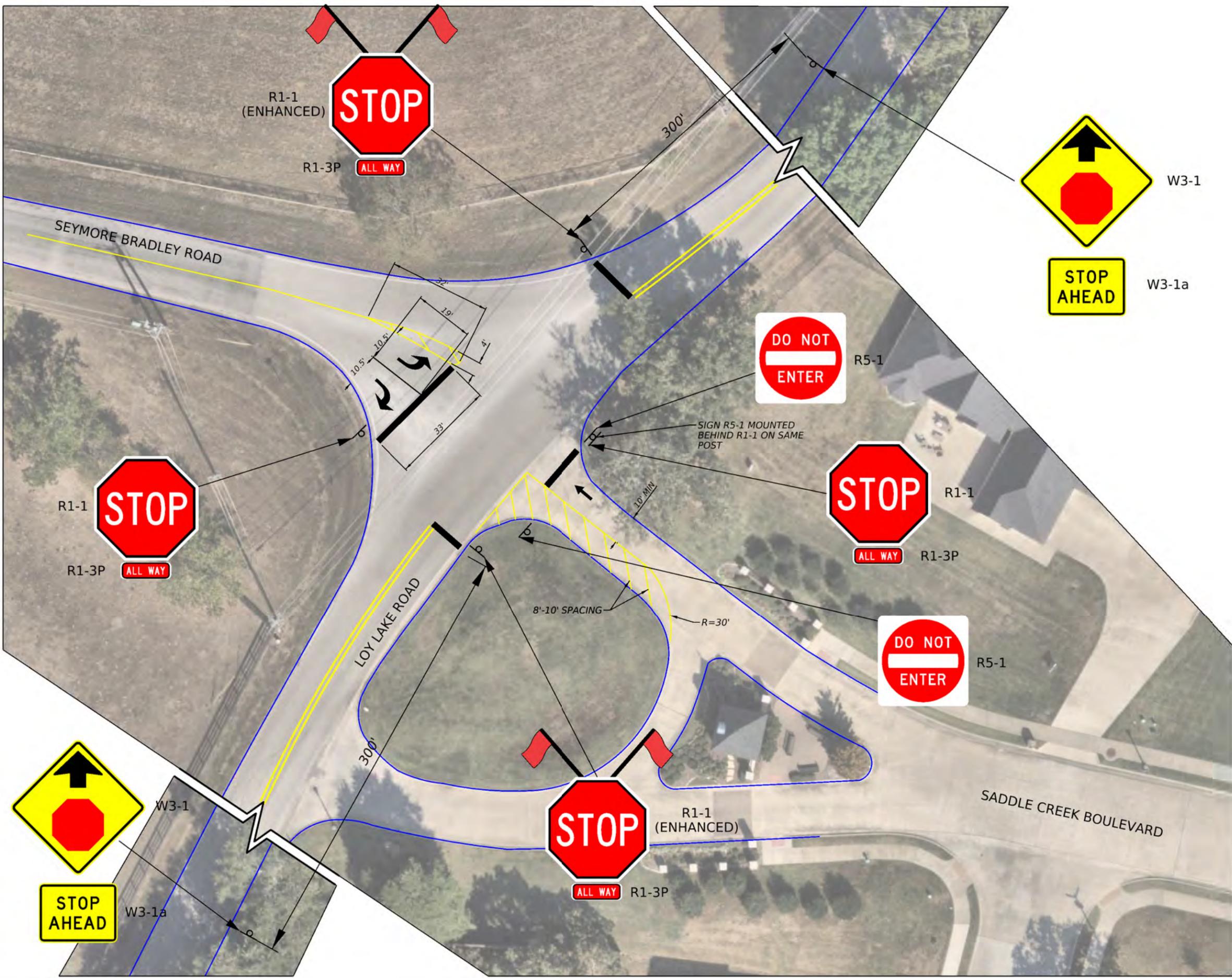
At regular meeting on November 10, 2025.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

BY: Ezekiel Flores
30.0000 ft / in.
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LEGEND

 PROPOSED SIGN

Kimley»Horn F-928



TRAFFIC SAFETY IMPROVEMENTS

LOY LAKE RD AT SEYMORE BRADLEY RD



October 15, 2025

Fanchon Stearns
CIP/Engineering Manager
City of Denison
300 W Main St
Denison, TX 75020

RE: Loy Lake Road & Seymore Bradley Road
Intersection Evaluation
KHA No. 064405860

Dear Fanchon:

We have reviewed the intersection of Loy Lake Road & Seymore Bradley Road and have prepared the attached exhibit illustrating our recommended intersection improvements. These improvements have been prepared based on our field investigation and other available data. Below is a summary of the improvements:

- Convert the intersection to a multiway stop (all-way stop)
- Enhance intersection striping
- Install “Stop Ahead” signs
- Install “Do Not Enter” signs

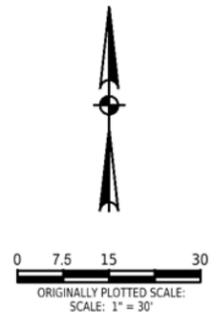
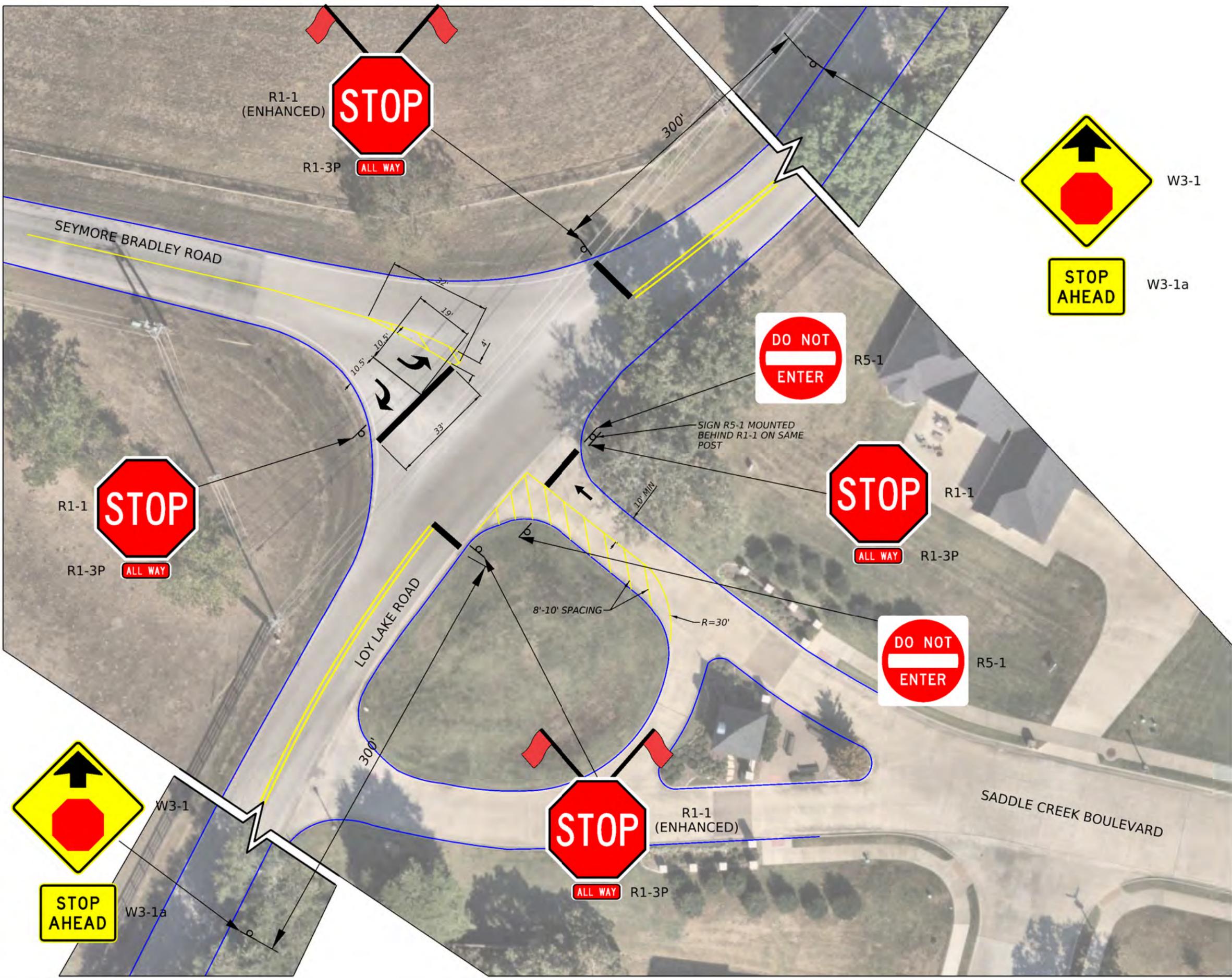
Please let me know if you have any further questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Nathan C. New, P.E.

BY: Ezekiel Flores
30.0000 ft / in.
PLOTTED: 10/8/2025
FILENAME: c:\pwworking\10764409\LL at SB Exhibit.dgn



LEGEND

 PROPOSED SIGN

Kimley»Horn <small>F-928</small>
 CITY OF Denison
TRAFFIC SAFETY IMPROVEMENTS
LOY LAKE RD AT SEYMORE BRADLEY RD



Agenda Item: Receive a report, hold a discussion, and take action on an amendment to a Professional Services Agreement with Halff Associates Inc. in an amount not to exceed \$693,140.00 for construction inspection services, and authorize the Interim City Manager to execute the same.

Staff Contact:

Fanchon Stearns, Assistant Director of Public Works – CIP/Engineering
fstearns@cityofdenison.com
903-647-3335

Summary

- Halff Associates has been contracted to support construction inspections on Utility CIP projects since 2022.
- The partnership has been successful with Halff taking the lead on civil construction inspections for the Lake Texoma Raw Water Pump station and filling in on utility and structural concrete inspections on other projects as well. .
- The not to exceed amount is intended to cover multiple inspectors and their vehicles and will be used on an as-needed basis.

Staff Recommendation

Staff recommends approval of the amendment.

Recommended Motion

“I move to approve the amendment to a Professional Services Agreement with Halff Associates Inc. in an amount not to exceed \$693,140.00 for construction inspection services, and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

The City entered into a small contract with Halff Associates for Construction Inspections several years ago. The partnership has been beneficial, and this agreement is intended to cover inspections for various CIP and development projects on an as-needed basis. The inspectors

assigned to Denison are knowledgeable and supportive, and have already addressed a number of issues on multiple projects before becoming a costly repair or problem. They have also been a helpful resource for staff inspectors when irregular and complicated issues arise on other jobs. Even the best contractors and engineers will have miscommunications and mistakes during complex construction and design. A seasoned construction inspector is knowledgeable about construction means and methods and when they are appropriate, observes testing of project elements, and has detailed knowledge of the project plans and specifications. Construction inspectors ensure the City only accepts facilities that have been built and tested according to the plans and best practices to protect the City’s investment and ensure the safety of the new infrastructure. Projects will be assigned to inspectors on an as-needed basis. The Northwest Denison Development (NWDD), Preston Harbor private development, and other significant projects have begun and staff anticipates needing concurrent civil construction inspections. Denison is not obligated to assign projects to Halfp or spend a minimum dollar amount.

Financial Considerations

Inspections for CIP project are budgeted within each project. Private development projects are invoiced for City civil inspections.

Prior Board or Council Action

The Council previously approved a contract for civil construction inspection services through FY25.

Alternatives

The Council may modify or table the item.

**EXHIBIT A FOR
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A
TASK ORDER BASIS**

This Agreement for Professional Engineering Services (“Agreement”) is entered into by the **City of Denison a Home Rule City** of the State of **Texas** (“Client”), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer (“Engineer”), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the “Parties” or individually as a “Party”.

SECTION ONE

A. Hourly Billing Rate Schedule

Current hourly rates are effective through September 30, 2026

Category	Hourly Rate
Construction Inspector	\$ 110.00
Senior Construction Inspector	\$ 130.00

B. Construction Truck

Monthly Rate (includes operation and maintenance costs) \$ 1,200.00

Mileage invoiced at current IRS rate

As of September 1, 2025 \$ 0.70/mile

The lesser of the monthly rate or mileage will be invoiced each month.

TASK ORDER #4

COMPENSATION:

CLIENT will pay ENGINEER based on the hourly rate schedule outline in Exhibit A for an amount not to exceed **\$693,140.00 (Six hundred ninety-three, one hundred forty dollars and no cents)**.

BASIC SERVICES:

ENGINEER proposes to provide the following services for CLIENT:

A-1 Construction Inspection

- a. Provide monthly summary reports of construction activities to the CLIENT. Reports shall contain:
 - i. Work performed by the contractor on each day observed.
 - ii. Daily weather conditions.
 - iii. Daily estimates of contractor's labor and equipment dedicated to the project.
 - iv. Observed special conditions resulting in immediate notification to contractor.
- b. Generate one field report per site visit by each person which will include the weather recorded for that day, conversations or instructions provided to the contractor, contractor work hours, items of work observed, and documentation of measurements taken to support the pay quantities.
- c. Provide project progress photos.
- d. Verify all specifications and project requirements are met for inspected items of work, such as, materials, construction, measurement, and payment.
- e. Part time inspection of general construction activities consisting of one qualified inspector at an approximate rate of 40 hours per week.
- f. Full time inspection of structural concrete operations and bridge component installation.
- g. Full time inspection of slip-form concrete paving operations.
- h. Full time inspection of retaining wall construction operations.

Scope Clarifications

- a. ENGINEER will endeavor to protect the CLIENT in providing these services however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for supervision of the Contractor's operation or employees. ENGINEER shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), or any safety precautions and programs relating in any way to the conditions of the premises, the work of the Contractor(s) or any Subcontractor. ENGINEER shall not be responsible for acts or omissions of any person (except

its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

- b. A Project Representative will be mobilized as soon as the Notice to Proceed is issued to the Contractor and will remain committed to the Project through substantial completion. The Project Representative will observe the progress of the work, monitor compliance with the schedules and requirements of the contract documents and help resolve any conflicts needing attention. The limitations of authority of the Project Representative are as listed below and except upon written instructions of ENGINEER the Project Representative;
- Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
 - Shall not undertake any of the responsibilities of Contractor, subcontractors, of Contractor's superintendent, or accelerate the work.
 - Shall not advise on or issue directions relative to any aspect of means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
 - Shall not advise or issue directions as to safety precautions and programs in connection with the work.
 - Shall not authorize acceptance of the Project in whole or in part.
 - Shall not participate in specialized fields, record laboratory tests or material sampling.

CLIENT agrees to the following conditions:

1. Provide and maintain performance of a licensed geotechnical engineer for the purpose of conducting all soil material inspection, soil material sampling and field/laboratory testing in accordance with the project plans and specifications.

PROJECTS:

CLIENT assigns the following projects to:

- Lake Texoma Intake Facility
- Northwest Denison Development
- Private Development
- CIP Emergency Jobs