

Town Council Regular Meeting



March 6, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PRESENTATION(S)

1. Library Excellence Award

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

To speak to Council during public comment, please fill out a [comment form \(PDF\)](#).

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates
 - a. Career Out update

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. March 20 - Regular Meeting
2. March 30 - Special Budget Priorities Meeting

J. CONSENT ITEM(S)

This part of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

1. Minutes 2/16 & 2/20 - Consider approval of the minutes from the work session held on 2/16, and the 2/20 regular meeting.
2. Budget amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22 for adjustments to the General Fund and Vehicle & Equipment Replacement Fund.
3. CIP Amendment No. 3 - Consider Approval of Amendment No. 3 to the Fiscal Year 2022-2023 Capital Improvement Program.
4. USACE contract-law enforcement services - Consider approval of the 2023 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.
5. Track Loader Purchase - Consider approval of the purchase of one new Case TV370B Compact Rubber Track Loader per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$76,800.00.
6. Edgefield Trail Reconstruction - Consider approval of Change Order No. 1 for the construction of the Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive) project, amending the contract with Jeske Construction Company, to provide for an increase to the contract in the amount of \$36,411.26; and authorization for the Mayor to execute same on behalf of the Town.
7. Engineering Services PSA - Consider approval of a Professional Services Agreement with Freese and Nichols, Inc. for Engineering Design Review Services in an amount not to exceed \$30,000 and authorization for the Mayor to execute same on behalf of the Town.

8. Denton Creek Blvd Bridge - Consider approval of the Second Amendment to the Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for design and construction phase services for the Denton Creek Boulevard Bridge project, in the amount of \$121,622.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Bid Award-Work Uniforms - Consider approval of the award of Request for Bid (RFB) No. 2023-23-A for Work Uniforms to G & G Source dba PMF Uniforms and Just Right Products dba FW Promo for an estimated annual expenditure of \$60,000.00; and authorization for the Mayor to execute same on behalf of the Town. Each contract is for a one-year initial term with four one-year renewal options.

K. REGULAR ITEM(S)

1. MR22-0003 – Twin Cove Estates - Consider a request for a Minor Record Plat (MR22-0003 – Twin Cove Estates, Lot 20R, Block B) to create one lot for a private street. The property is generally located south of Wanda Lane and east of Shoreline Road. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.) (TC moved to table this item to the March 6, 2023, meeting by a vote of 5 to 0 at its February 20, 2023, meeting.)
2. Royal Oaks Water Line Replacement - Consider approval of a Construction Agreement with A & B Construction LLC for the Royal Oaks Water Line Replacement Phase I project, in the amount of \$1,353,490.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Long-Range Parks and Recreation Discussion - Long-Range Planning Discussion for Parks and Recreation

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

1. Consultation with Town Attorney.
 - a. Oncor transmission line, switch, and substation projects
 - b. Sunrise Circle development and adjacent properties
 - c. All Together Flower Mound Commission (organization, structure, and procedures)
 - d. Housing Discrimination Complaint
 - e. La Estancia Investments, L.P., v. Town of Flower Mound
2. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.

3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

O. ADJOURN

P. FUTURE AGENDA

1. Future Agenda

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: March 3, 2023, at 9:40 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Town Council Work Session



February 16, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

The Town Council met in a regular meeting with the following members present:

Sandeep Sharma, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Brian Taylor, Councilmember Place 3
Jim Engel, Councilmember Place 4

with the following member(s) absent:

Derek France, Mayor

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Planning Services
Brian Waltenburg, Assistant Director of Engineering
Bob Pegg, Assistant Director of Engineering
Paul Henley, Fire Chief
Clay Riggs, Director of Public Works
Matt Woods, Director of Environmental Services

B. INVOCATION

Mayor Pro Tem Sharma gave the invocation.

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Mayor Pro Tem Sharma led the pledges.

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

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- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	Speaker name and address	Subject (as written on the form)
1.	Matthew McCutcheon, 10309 Sunrise Cir	Sunrise Cir
2.	Dana Ellsworth, 1419 Limerick Ct	Sunrise Cir
3.	Dakota Stornes, 4353 Meadowview Dr	Sunrise Development
4.	Joe Bernard, 10605 Sunrise Cir	Sunrise
5.	Matthew Hurst, 4158 Meadowview Dr	Sunrise
6.	Dustin Tucker, 678 County Rd 678, Savoy	Agenda item 1
7.	Khosrow Sadeghan, PO Box 50593, Denton	Sunrise Cir
8.	Dennis Hepler, 10705 Sunrise Cir, Argyle	Sunrise Cir
9.	Ryan Anway, 10616 Sunrise Cir, Argyle	Sunrise Cir
10.	Marie Brown, 6709 Canyon Oak Ct	To get water
11.	Grace Atchison, 10528 Sunrise Cir*	Sunrise Cir
12.	Dustin Atchison, 10528 Sunrise Cir*	Sunrise Cir

** Indicates person did not wish to speak*

E. WORK SESSION ITEM (No packet content)

1. Sunrise Circle Development and Adjacent Properties
Mr. Childers provided background information. Mr. Dalton, Mr. Waltenburg, Mr. Riggs, Mr. Woods, Ms. Murphy, Chief Kancel or Chief Henley gave a presentation identifying or noting:
 - Recap information
 - Location
 - Land use and zoning

- Utility history
- Existing wastewater policy
- Existing non-sewered areas
- Wastewater (current project, alternate project)
- Fire protection
- Water service
- Annexation

and they responded to questions from Council regarding:

- sewer connection cost and impact fees
- if right of way procurement is included in the estimates
- fire response times
- residential sprinkler system requirements
- what triggers the need for additional fire hydrants
- water rates with Monarch
- clarification regarding the sewer connection process
- process for failing septic systems
- clarification regarding the history and residents indicating they were promised sewer
- clarification regarding the pro rata element
- utility funding
- rezoning options
- police response times

There was Council discussion regarding:

- whether or not the residents know the cost to connect to sewer
- interested in knowing more about whether the residents would be willing to commit to connecting before proceeding
- how there are other locations in Town that may want sewer as well and the precedence being set
- how there are conflicting interests amongst homeowners in the Sunrise Circle development (stay, build, sell)
- how this is a complicated dilemma with a long history
- zoning options

Mr. Childers summarized that the direction is to come forward with a CIP amendment to extend the sewer to the 2nd cul de sac, in addition to reaching out to the impacted residents to understand their interest in connecting to the sewer. There was Council consensus to consider the SF 10 zoning option on a case by case basis.

2. Long-range Police Operations Discussion

Mr. Childers provided background information.

Chief Kancel gave a presentation identifying or noting:

- Population
- Crime rate per capita
- Five year crime comparison
- Response times
- Staffing model, efficiency, considerations
- Current and future beat map
- Current police facility
- Animal services (service activity)
- Upcoming needs

and he responded to questions from Council regarding:

- is there a plan for officers in elementary schools
- impact of commercial areas for calls as opposed to residential
- is parking adequate now
- what is the useful life of a portable radio
- is there a reoccurring cost for the radios
- paper versus digital
- hybrid police interceptors

3. Electronic Vehicle Charging Stations

Ms. Murphy gave a presentation identifying or noting:

- What are EV charging stations
- Types of chargers
- Parking spaces
- Current process
- State's EV plan
- TxDOT EV Resources
- EV public input map
- EV's and Flower Mound
- Volta charging stations
- Considerations
- Accessibility
- EV readiness
- TCEQ grant program
- Nonresidential solar panels

and she, or Chief Henley responded to questions from Council regarding:

- why is video advertising currently allowed at gas stations

- how would maintenance be addressed
- safety standards

There was Council discussion regarding:

- if the Town could control the advertising content and if there was audio
- interested in seeing other agreements the vendor might have with other cities
- interest in seeing staff's recommendation
- would like to see what other models are out there besides Volta
- concerns that the EV stations will be taking up valuable parking spaces
- landscaping options

For Electric Vehicle (EV) Charging:

There was Council direction to:

- have standards for EV charging stations and to look into more options as discussed
- no EV site ready requirement
- get more information about the grant opportunity.

For solar panels on nonresidential buildings there was Council direction to:

- look at ways to make it work where it's aestically pleasing

F. ADJOURN

Mayor Pro Tem Sharma adjourned the meeting at 9:08 p.m.

Town Council Regular Meeting



February 20, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. and with the following members present:

Derek France, Mayor
Sandeep Sharma, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Brian Taylor, Councilmember Place 3
Jim Engel, Councilmember Place 4

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Clay Riggs, Director of Public Works
Lexin Murphy, Director of Planning Services
James Hoefert, Environmental Review Analysis

B. INVOCATION

Chaplain Langstaff gave the invocation.

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Mayor France led the pledges.

D. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Ronald Wasilewski. Mayor France recited a Proclamation and presented it to the family of Ronald Wasilewski.

E. PUBLIC COMMENT

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- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	Speaker name and address	Subject (as written on the form)
2.	Dana Ellsworth, 1419 Limerick Ct, Keller	Fire Apperatus Stonecrest South/Sunrise Cr
3.	Matthew Hurst, 4158 Meadowview Dr, Argyle	Canyon Falls Park
4.	Dakota Starnes, 4353 Meadowview Dr, Argyle	Sunrise
5.	Ron Newton, 2257 Shoreline Dr	MR22-003 Private Drive
6.	David Ekkel, 4441 Wanda Ln	Twin Coves Estates Private Driveway
7.	Jennifer DePetro, 4421 Wanda Ln	Minor Record Plat
8.	Keri Ekkel, 4441 Wanda Ln*	Sunrise
9.	Joe Bernard, 10605 Sunrise Cir with donated time from: Terri Lynn, 10612 Sunrise Cir, Argyle	Sunrise

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Councilmember Engel reported attending a retirement event at the Fire Department for Andre Gereaux.

Mayor France recognized the Citizens Academy participants (7) in attendance.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

a. Adaptive Signal Implementation Update

Mr. Childers provided background information. Mr. Riggs gave the update, and he responded to a question from the council regarding timing for full implementation.

2. Economic Development Projects

3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

There were no future agenda item request.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all Councilmembers plan to be at the following meeting:

1. March 6 - Regular Meeting
2. March 16 - Work Session is canceled

J. CONSENT ITEM(S)

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve Consent Items J. 1 - 8 as presented in the agenda caption; however, only the February 6 minutes.

Councilmember Adam Schiestel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 2/6 - Consider approval of the minutes from 2/6 regular meeting, and the 2/16 work session.
This item is for the 2/6 meeting only.
2. 2023 Bullet-Resistant Shield Grant - Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 Bullet-Resistant Shield Grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application;

authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

RESOLUTION NO. 03-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE BULLET-RESISTANT SHIELD GRANT FOR THE BENEFIT OF THE EMPLOYEES OF THE TOWN'S POLICE DEPARTMENT FOR FISCAL YEAR 2023; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS, INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

3. 2024 JAG Grant - Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG); authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

RESOLUTION NO. 04-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR THE BENEFIT OF THE TOWN OF FLOWER MOUND FOR FISCAL YEAR 2024; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

4. Backhoe Purchase - ULM - Consider approval of the purchase of one new Case 590 SN Backhoe per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$136,600.00.
5. Excavator Purchase - Consider approval of the purchase of one new Bobcat E50 RS Series Compact Excavator per Town of Flower Mound Specifications and Vendor Quote from Bobcat of North Texas in the amount of \$78,575.00.
6. Vacating easement - Consider approval of an ordinance vacating and abandoning the eastern 50 feet of the existing 15-foot utility easement located along the south property line of Lot 25, Block 11, Carriage Glen at Bridlewood Addition. The Carriage Glen at Bridlewood addition is generally located east of Bridlewood Boulevard and north of FM 1171.

ORDINANCE NO. 04-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EASTERN 50 FEET OF THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTH PROPERTY LINE OF LOT 25, BLOCK 11 OF CARRIAGE GLEN AT BRIDLEWOOD, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS; DETERMINING THAT THERE IS NO CURRENT NOR PROJECTED FUTURE NEED FOR A PORTION OF SAID EASEMENT DEPICTED IN EXHIBIT "A;" REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. Depository and Safekeeping/Custodial Agreements - Consider approval of a resolution confirming a relationship with JPMorgan Chase Bank and the Bank of New York Mellon Trust Company; designating and appointing authorized agents; authorizing the Mayor to sign all accompanying agreements; providing for the operation of the Town's accounts with said Banks; and declaring an effective date.

RESOLUTION NO. 05-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND CONFIRMING A RELATIONSHIP WITH JPMORGAN CHASE BANK, AND THE BANK OF NEW YORK MELLON TRUST COMPANY; DESIGNATING AND APPOINTING AUTHORIZED AGENTS; AUTHORIZING THE MAYOR TO SIGN ALL ACCOMPANYING AGREEMENTS; PROVIDING FOR THE OPERATION OF THE TOWN'S ACCOUNTS WITH SAID BANKS; AND DECLARING AN EFFECTIVE DATE.

8. Opioid Settlement - Consider for approval of a resolution authorizing the Mayor to execute global opioid settlement documents relating to the Allergan, Walmart, CVS, and Walgreens settlements and authorizing the Town Manager to transmit those documents to the Attorney General and providing for an effective date.

RESOLUTION NO. 06-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE ALLERGAN, WALMART, CVS, AND WALGREENS AND AUTHORIZING THE TOWN MANAGER TO TRANSMIT THOSE DOCUMENTS TO THE ATTORNEY GENERAL AND PROVIDING FOR AN EFFECTIVE DATE.

K. REGULAR ITEM(S)

1. Consider a request for a Minor Record Plat (MR22-0 - Consider a request for a Minor Record Plat (MR22-0003 – Twin Cove Estates, Lot 20R, Block B) to create one lot for a private street. The property is generally located south of Wanda Lane and east of Shoreline Road. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location

- Land use and zoning
 - Town Code
 - Plat exhibit
 - Site photo
- and she, or Mr Meredith responded to questions or comments from Council regarding:
- the continuance of property access
 - cost and maintenance of the road if it was to become a Town road
 - what discussions occurred with the applicant and neighbors
 - emergency access

Council Discussion

There was Council discussion regarding:

- interested in knowing if the current property owner was acceptable to allowing access to adjacent property owners
- possibility of the current owner putting up a gate to block access
- interested in hearing from the applicant, including what discussions have occurred to date, given the potential impact on the neighbors

ACTION: Mayor Pro Tem Sandeep Sharma moved to postpone item K.1. to March 6, 2023. Councilmember Adam Schiestel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. ZPD22-0002 - Caldwell Court - Public Hearing to consider an ordinance for rezoning (ZPD22-0002 – Caldwell Court) from Agricultural District (A) to Planned Development District No. 193 (PD-193) with Single Family District-10 (SF-10) uses and with an exception to “Depth” pursuant to Section 90-272, Lot depth, lines, and frontage, of the Code of Ordinances and with certain other waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Morriss Road and north of Cortadera Street. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.) Mayor France opened items K2 and K3 at the same time.

Ms. Murphy gave a presentation for items K2 and K3 identifying or noting:

- General and detailed location
- Land use and zoning
- Conceptual site plan
- Exceptions
- Modifications

- Site photos
- Concept landscape plan
- Tree survey

and she, Mr. Hoefert, or Mr. Riggs responded to questions from Council regarding:

- clarification regarding the 3 trees that ECC didn't approve
- what is the mitigation plan
- retention pond size and dry versus wet pond
- disappointed about the trees, but drainage and flooding also needs consideration

Applicant Presentation

Steve Homeyer, Homeyer Engineering and Peter Edwards, 6901 Red Bud Dr (Developer)

Mr. Homeyer gave a presentation for items K2 and K3 identifying or noting:

- Straight zoning - developer's conceptual layout
- Specimen tree survey concept plan

and he, or Mr. Edwards, responded to questions from Council regarding:

- elevation changes, including making sure homes built don't intrude on the privacy of the neighboring properties
- possibility of saving the three trees
- depth of pond
- number of lots, including orientation of one of the lots
- possibility of relocating the pond in order to save the trees
- concerns regarding lots 9 and 11 (small widths)
- clarification on fees to be paid

Mayor France opened the Public Hearing for items K2 and K3 at 7:12 p.m. No one spoke. Mayor France closed the Public Hearing at 7:12 p.m.

ORDINANCE NO. 05-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 5.395 ACRES OF LAND SITUATED IN THE JESSE EADS SURVEY, ABSTRACT NO. 391, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL DISTRICT TO PLANNED DEVELOPMENT DISTRICT-193

(PD-193) WITH SF-10 SINGLE FAMILY DISTRICT-10 USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve item K.2. as presented in the agenda caption. Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. TRP23-0001 - Caldwell Court - Public Hearing to consider an application for a tree removal permit (TRP23-0001) for fourteen (14) specimen trees on property proposed for development as Caldwell Court. The property is generally located east of Morriss Road and north of Cortadera Street. (The Environmental Conservation Commission recommended approval for specimen trees #s 3502, 3508, 3533, 3534, 3537, 3550, 3552*, 3625, 3672, 3691, 3699, and 3709 (*tree #3552 has been declassified) and denial of specimen trees #s 3647, 3656, and 3659 by a vote of 4-0-0 at its February 7, 2023, meeting).

See item K2 for discussion on this item.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve item K.3. as presented in the agenda caption. Councilmember Adam Schiestel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Historical Commission Task Force, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

No action taken.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 7:35 p.m. on February 20, 2023, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations.

1. Consultation with Town Attorney.
 - a. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - b. Housing Discrimination Complaint
 - c. La Estancia Investments, L.P., v. Town of Flower Mound
 - d. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas
 - e. Oncor transmission line, switch, and substation projects
2. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

The Town Council reconvened into an open meeting at 8:30 p.m. on February 20, 2023, and no action was taken on the above referenced items.

O. ADJOURN

Mayor France adjourned the meeting at 8:30 p.m. on February 20, 2023, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Kay Wilkinson, Director of Budget Services
ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22 for adjustments to the General Fund and Vehicle & Equipment Replacement Fund.**

BACKGROUND: The attached budget amendment represents the second proposed adjustment of the FY 2022-2023 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

General Fund

If approved, General Fund revenues will increase by \$1,320 from \$83,469,229 to \$83,470,549 and expenditures in the General Fund will increase by \$77,060 from \$84,180,259 to \$84,257,319.

In the Town Secretary's Office, expenditures will increase by \$50,740 from \$547,589 to \$598,329. The November 2022 election costs were \$50,740 over budget due to an increase in the number of voting locations, minimal participation from other cities, and a significant increase in the number of voters who reside in Tarrant County.

In the Parks and Recreation Services department, expenditures will increase by \$1,320 from \$10,829,780 to \$10,831,100. The Senior Center budgeted \$7,500 to replace the staff office chairs. The price of the chairs increased so the Seniors in Motion Auxiliary (SIMA) donated the additional funds the department needed to make the purchase. The General Fund revenues will also increase by \$1,320 from \$83,469,226 to \$83,470,549 to account for the donation.

In Financial Services, expenditures will increase by \$25,000 from \$4,234,015 to \$4,259,015. On February 6, 2023, the Town Council voted to place Proposition A on the May 6, 2023, election ballot for the issuance of general obligation bonds for a community tennis center. The proposed funding will be utilized for the purposes of required legal election advertisement in the designated newspaper, Denton Record Chronicle, and for the printing and mailing of informational fliers.

Vehicle and Equipment Replacement Fund

In the Vehicle and Equipment Replacement Fund (VERF), expenditures will increase by \$40,015 from \$4,873,036 to \$4,913,051 to account for the replacement purchase of a Public Works vehicle. A vehicle that was budgeted in FY 21-22 was cancelled by the vendor because of supply chain issues and has to be reordered this fiscal year. The VERF expenditure budget will increase by \$40,015 to cover this reorder.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$

Proposed Revenue

\$1,320

Account Number(s):

Fund 100 General Fund

Proposed Expenditure

\$77,060

\$40,015

Account Number(s):

Fund 100 General Fund

Fund 565 Vehicle and Equipment Replacement
Fund

LEGAL REVIEW: No alteration to the legal content of this ordinance was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Proposed Ordinance

DRAFT MOTION: Move to approve as presented in the agenda caption.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22 AND AMENDED BY ORDINANCE NO. 60-22, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 45-22 on September 19, 2022 and amended by Ordinance 60-22 on December 19, 2022; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as heretofore adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22, is hereby amended to provide for adjustments to the General Fund and Vehicle & Equipment Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

It is hereby declared to be the intention of the Town Council of the Town of Flower Mound 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 should 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, or sections of this Ordinance, since the same would have been enacted by the Town Council of the Town of Flower Mound, Texas, without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 6th DAY OF MARCH, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"**Town of Flower Mound
Amended Budget
Fiscal Year 2022-2023****REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:**

In the General Fund, revenues will increase by \$1,320 from \$83,469,226 to \$83,470,549 and expenditures in the General Fund will increase by \$77,060 from \$84,180,259 to \$84,257,319.

In the Town Secretary's Office, expenditures will increase by \$50,740 from \$547,589 to \$598,329. The November 2022 election costs were \$50,740 over budget due to an increase in the number of voting locations, minimal participation from other cities, and a significant increase in the number of voters who reside in Tarrant County.

In the Parks and Recreation Services department, expenditures will increase by \$1,320 from \$10,829,780 to \$10,831,100. The Senior Center budgeted \$7,500 to replace the staff office chairs. The price of the chairs increased so the Seniors in Motion Auxiliary (SIMA) donated the additional funds the department needed to make the purchase. The General Fund revenues will also increase by \$1,320 from \$83,469,226 to \$83,470,549 to account for the donation.

In Financial Services, expenditures will increase by \$25,000 from \$4,234,015 to \$4,259,015. On February 6, 2023, the Town Council voted to place Proposition A on the May 6, 2023, election ballot for the issuance of general obligation bonds for a community tennis center. The proposed funding will be utilized for the purposes of required legal election advertisement in the designated newspaper, Denton Record Chronicle, and for the printing and mailing of informational fliers.

<u>General Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Revenues:				
Taxes	\$ 70,200,253	70,200,253	\$ 70,200,253	\$ -
Charges for services	4,568,900	4,568,900	4,568,900	-
Licenses and permits	2,718,360	2,718,360	2,718,360	-
Fines and forfeits	745,950	745,950	745,950	-
Interest Income	200,000	200,000	200,000	-
Intergovernmental Revenue	1,380,190	1,380,190	1,380,190	-
Interfund Transfer	3,091,837	3,091,837	3,091,837	-
Other revenue	563,739	563,739	565,059	1,320
Total	\$ 83,469,229	\$ 83,469,229	\$ 83,470,549	\$ 1,320
Expenditures:				
Town Manager's Office	\$ 3,633,625	\$ 3,633,625	\$ 3,633,625	\$ -
Town Secretary's Office	547,589	547,589	598,329	50,740
Development Services	2,365,145	2,365,145	2,365,145	-
Parks and Recreation Services	10,772,827	10,829,780	10,831,100	1,320
Library Services	2,123,151	2,129,173	2,129,173	-
Police Services	17,976,186	18,105,409	18,105,409	-
Financial Services	4,234,015	4,234,015	4,259,015	25,000
Administrative Services	7,807,437	8,415,674	8,415,674	-
Fire and Emergency Services	19,499,281	19,499,281	19,499,281	-
Communications	834,813	834,813	834,813	-
Non-Departmental Services	4,098,834	4,098,834	4,098,834	-
Public Works	7,782,525	7,882,609	7,882,609	-
Environmental Services	1,604,312	1,604,312	1,604,312	-
Total	\$ 83,279,740	\$ 84,180,259	\$ 84,257,319	\$ 77,060

REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND APPROPRIATION:

In the Vehicle and Equipment Replacement Fund (VERF), expenditures will increase by \$40,015 from \$4,873,036 to \$4,913,051 to account for the replacement purchase of a Public Works vehicle. A vehicle that was budgeted in FY 21-22 was cancelled by the vendor because of supply chain issues and has to be reordered this fiscal year. The VERF expenditure budget will increase by \$40,015 to cover this reorder.

<u>Vehicle & Equipment Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Vehicles & Equipment	\$ 2,800,000	\$ 4,873,036	\$ 4,913,051	\$ 40,015
Total	\$ 2,800,000	\$ 4,873,036	\$ 4,913,051	\$ 40,015



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Brett Cast, CIP Manager
ITEM: **Consider Approval of Amendment No. 3 to the Fiscal Year 2022-2023 Capital Improvement Program.**

BACKGROUND: The Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) Amendment No. 2, was approved by Council on February 6, 2023. The proposed CIP Amendment No. 3, for FY 2022-23 would increase the currently adopted General Fund budget expenditures from \$17,097,311 to \$17,502,311. The Utility Fund expenditures will increase from \$15,802,000 to \$16,342,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$945,000.00

Proposed CIP:		
FY 2022-2023:	General Capital Projects	\$17,502,311
	Utility Capital Projects	\$16,342,000

Five-Year CIP Plan:	General Capital Projects	\$286,385,720
	Utility Capital Projects	\$236,283,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2022-2023 CIP Amendment No. 3.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification List
2. CIP 2022-23 Amendment 3 Changes
3. CIP 2022-23 Amendment 3

DRAFT MOTION: Move to approve as presented in the agenda caption.

Project Modification Listing

Attachment 1

FY 2022-2023 - CIP Amendment 3

March 6, 2023

General Fund

Park Project

	Description	FY 22-23	5 Yr CIP
Glenwick Park Restroom Addition	Additional Funding required to cover anticipated construction expenses associated with the Glenwick Park Restroom Addition project. Additional Funding was approved by CDC at their January 24, 2023 meeting. Increase FY22-23 by \$285,000 from 4B sales tax revenues.	\$285,000	\$285,000
FY2022-23 Playground Replacement	Additional Funding required to cover playground pour in place rubber pad expenses associated with the 2022-23 Capital Improvement Plan project. Additional Funding was approved by CDC at their January 24, 2023 meeting. Increase FY22-23 by \$120,000 from 4B sales tax revenues.	\$120,000	\$120,000
Total Park Impact		\$405,000	\$405,000
Total General Fund Impact		\$405,000	\$405,000

Utility Funds

Water Project

	Description	FY 22-23	5 Yr CIP
Timber Creek Water Line Replacement Ph 1	Additional Funding required to cover increased material costs associated with the Timber Creek Water Line Replacement Ph 1 project construction and testing contracts. Additional amount of \$540,000 from Project Savings.	\$540,000	\$540,000
Total Water Impact		\$540,000	\$540,000
Total Utility Fund Impact		\$540,000	\$540,000

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3 Changes
03/06/2023

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	836,000	1,264,000	-	-	-	-	-	2,100,000	2,100,000	0,1,2,5	-	-	-	-	-	-	-	
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	150,000	
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000	
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	4,560,978	
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	6,747,000	-	-	-	-	-	7,057,000	7,057,000	0,1,2	-	-	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	
	FM 2499 at FM 407 Intersection Improvements **	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	-	-	-	-	-	-	
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000	
	Karnes Road	-	830,000	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-	
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	900,000	11,550,000	-	-	-	12,450,000	5,622,234	0,1	-	6,827,766	-	-	6,827,766	-	-	
	Lakeside Parkway Capacity Improvements **	-	1,160,000	8,750,000	-	-	-	-	9,910,000	3,497,498	0	-	6,412,502	-	6,412,502	-	-	-	
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	12,101,000	
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	
	Retaining Wall at the Mound	300,000	75,000	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-	
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-	
	Roadway Amenities	863,083	90,000	90,000	90,000	90,000	90,000	-	1,313,083	668,083	2,4	285,000	360,000	-	90,000	90,000	90,000	90,000	
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000	
	Scenic Road (Walsingham Drive to FM 1171)	-	-	2,000,000	-	-	-	-	2,000,000	2,000,000	2	-	-	-	-	-	-	-	
	Sidewalk Links **	1,561,000	150,000	150,000	150,000	150,000	150,000	-	2,311,000	1,711,000	2,4	-	600,000	-	150,000	150,000	150,000	150,000	
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000	
	Street Light Improvements	345,000	75,000	-	-	-	-	-	420,000	420,000	4	-	-	-	-	-	-	-	
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000	
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000	
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000	
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,466,905	1,3,7	-	-	-	-	-	-	-	
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000	
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	562,981	0	-	1,737,019	-	1,737,019	-	-	-	
	SUBTOTAL	\$ 30,408,319	\$ 10,391,000	\$ 14,340,000	\$ 11,940,000	\$ 390,000	\$ 390,000	\$111,265,337	\$ 179,124,656	\$ 107,019,391		\$ 1,433,000	\$ 70,672,265	\$ -	\$ 8,539,521	\$ 7,217,766	\$ 390,000	\$ 390,000	\$ 54,134,978

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3 Changes
03/06/2023

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Adaptive Traffic Signal Upgrade	-	1,000,000	-	-	1,300,000	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	-	500,000	-	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	375,000	-	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	450,000	-	-	-	-	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	450,000	450,000	450,000	0,4,5	-	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	200,000	-	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,050,000	165,000	165,000	165,000	165,000	165,000	-	1,875,000	590,000	2,4	625,000	660,000	-	165,000	165,000	165,000	165,000	-
	Traffic Signal Preemption Upgrade	-	82,500	82,500	82,500	82,500	82,500	-	412,500	82,500	4	-	330,000	-	82,500	82,500	82,500	82,500	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,805,000	\$ 1,247,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 13,992,500	\$ 7,977,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500	\$ 3,100,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources**
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3 Changes
03/06/2023

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriess Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,900,000	-	-	-	-	2,900,000	2,900,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	940,000	-	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	1,170,000	-	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	-	1,200,000	1,870,000	1,870,000	2,8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	600,000	-	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,785,000	\$ 2,500,000	\$ 2,900,000	\$ -	\$ 1,170,000	\$ -	\$ 3,544,000	\$ 18,899,000	\$ 18,899,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	-	-	-	11,422,000
	Joint Fire Training Facility	2,013,494	-	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 13,435,494	\$ 2,013,494		\$ -	\$ 11,422,000	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources**
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
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SUMMARY OF FIVE YEAR CIP PLAN
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	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032						2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-
OLD	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	858,811	-	-	-	-	-	858,811	858,811	8	-	-	-	-	-	-	-	-
NEW	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	978,811	-	-	-	-	-	978,811	978,811	8	-	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	500,000	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	1,600,000	-	-	-	-	1,600,000	1,600,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion	179,070	-	-	-	-	-	-	179,070	179,070	8	-	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	650,000	-	-	-	-	-	-	650,000	650,000	7	-	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
	Dunham Master Design	-	-	950,000	-	-	-	-	950,000			-	950,000	-	950,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	12,000,000	-	-	-	12,000,000			-	12,000,000	-	-	12,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	450,000	-	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-	-
	Gerault Park- Retrofit Ballfield and area lighting to LED	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-
OLD	Glenwick Park - Restroom Addition	-	175,000	-	-	-	-	-	175,000	175,000	8	-	-	-	-	-	-	-	-
NEW	Glenwick Park - Restroom Addition	-	460,000	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	860,000	-	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	441,189	-	-	-	-	-	-	441,189	441,189	8	-	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	225,000	-	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-	-
	Park and Trail Amenities	710,000	75,000	75,000	75,000	75,000	75,000	-	1,085,000	1,085,000	6,8	-	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	300,000	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	50,000	-	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	7	-	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	7	-	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	700,000	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	60,000	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-	-
	Prairie Trail Park- Design	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-
	Prairie Trail Park - Construction	-	-	-	-	-	1,500,000	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	275,000	-	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	200,000	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	-	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-	-
	Tennis Center	400,000	-	12,250,000	-	-	-	-	12,650,000	1,150,000	6	-	11,500,000	-	11,500,000	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000	2,8	-	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	700,000	6,000,000	-	6,700,000	6,700,000	8	-	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 16,585,259	\$ 2,958,811	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,529,070	\$ 36,079,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -	\$ -
NEW	SUBTOTAL	\$ 16,585,259	\$ 3,363,811	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,934,070	\$ 36,484,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -	\$ -
OLD	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,097,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 285,980,720	\$ 171,988,455	\$ -	\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500	\$ 68,656,978
NEW	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,502,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 286,385,720	\$ 172,393,455	\$ -	\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500	\$ 68,656,978

*General Obligation Bonds

** Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
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	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-
	Cedarcrest Water Line	-	1,080,000	-	-	-	-	-	1,080,000	-	-	1,080,000	1,080,000	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	755,000	-	-	-	-	-	755,000
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	2,710,000	-	550,000	-	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	7,600,000	-	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	18,440,000	-	-	-	-	-	18,440,000
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	6,110,000	-	-	-	-	-	6,110,000
	Forest Vista AC Water Line Decommissioning	-	105,000	-	-	-	-	-	105,000	105,000	2	-	-	-	-	-	-	-
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	3,200,000	0.7	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	3,200,000	-	-	-	-	-	-	3,200,000	-	3,200,000	-	-	-	-	-	-	-
	Hillside Water Line Connection	340,000	-	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	500,000	0.2	1,260,000	-	-	-	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	660,000	6,000,000	-	1,500,000	-	1,500,000	9,660,000	1,185,000	0	8,475,000	-	5,475,000	-	1,500,000	-	1,500,000
	Lakeside Water Reuse - Reuse Waterlines	-	340,000	3,000,000	-	2,000,000	-	12,450,000	17,790,000	451,500	0	17,338,500	-	2,888,500	-	2,000,000	-	12,450,000
	Lopo Water line Replacement	365,000	-	-	-	-	-	-	365,000	-	365,000	-	-	-	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	4,010,000	-	-	-	-	-	4,010,000
	Melody Court Water Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	620,000	-	-	620,000	-	-	-
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	3,500,000	2,785,000	-	-	-	-	-	6,285,000	4,007,000	0.1,2	2,278,000	2,278,000	-	-	-	-	-
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	5,772,100	-	-	5,772,100	-	-	-
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	-	150,000	1,020,000	-	-	-	-	1,170,000	150,000	2	1,020,000	-	1,020,000	-	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	410,000	-	-	-	-	-	410,000
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0.7	-	-	-	-	-	-	-
	Royal Oaks Water Line Replacement Phase I	150,000	1,330,000	-	-	-	-	-	1,480,000	100,000	2	150,000	1,230,000	1,230,000	-	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	1,230,000
	Sentinel Oaks Water Line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	5,210,000	-	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	790,000
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	420,000	-	-	-	-	-	420,000
OLD	Timber Creek Water Line Replacement Phase I	1,000,000	264,000	-	-	-	-	-	1,264,000	264,000	2	1,000,000	-	-	-	-	-	-
NEW	Timber Creek Water Line Replacement Phase I	1,000,000	804,000	-	-	-	-	-	1,804,000	804,000	2	1,000,000	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	1,080,000	205,000	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	1,400,000	-	-	-
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	1,350,000	-	-	-	-	-	1,350,000
	US 377 at FM 1171 Water Line Loop/Relocation	5,500,000	2,000,000	-	-	-	-	-	7,500,000	2,610,000	0.2	3,890,000	1,000,000	1,000,000	-	-	-	-
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	3,275,000
	Utility Asset Management & Utility Replacement	1,200,000	300,000	300,000	300,000	300,000	300,000	-	2,700,000	300,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	300,000
	Water System Leak Detection & Repair	750,000	50,000	50,000	50,000	50,000	50,000	50,000	1,000,000	150,000	2	650,000	200,000	-	50,000	50,000	50,000	-
	Water System Model Update	173,785	6,500	6,500	6,500	6,500	6,500	-	206,285	206,285	0.2	-	-	-	-	-	-	-
	Water System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	600,000	-	150,000	150,000	150,000	150,000	-
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	4,650,000	-	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	4,200,000	-	-	-	-	-	4,200,000
	West Side Water Lines (West)	-	-	-	-	-	1,560,000	-	1,560,000	150,000	0	1,410,000	-	-	-	-	1,410,000	-
	Western Operations and Maintenance Facility (Buildout)	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 27,956,405	\$ 9,925,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,107,905	\$ 26,479,305		\$ 15,425,000	\$109,203,600	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000
NEW	SUBTOTAL	\$ 27,956,405	\$ 10,465,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,647,905	\$ 27,019,305		\$ 15,425,000	\$109,203,600	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000

** Project Includes ADA Improvements

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3 Changes
03/06/2023

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	325,000	-	-	-	-	-	-	325,000	325,000	2	-	\$ -	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	200,000	-	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Dexter Court Drainage Improvement	-	35,000	-	-	-	-	-	35,000	35,000	2	-	\$ -	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	690,000	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	-	500,000	-	-	-	-	500,000	-	2	-	\$ 500,000	-	500,000	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Boulevard	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	100,000	400,000	400,000	-	900,000	100,000	2	-	\$ 800,000	-	-	-	400,000	400,000	-
	Range Wood Drive Drainage Improvements	2,410,000	975,000	-	-	-	-	-	3,385,000	3,385,000	1,2	-	\$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Sunset Y-Inlet Replacement	-	-	-	25,000	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	-	50,000	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-	-
	SUBTOTAL	\$ 4,720,000	\$ 1,700,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ 400,000	\$ 8,645,000	\$ 7,345,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3 Changes
03/06/2023

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	2,800,000	-	-	2,800,000	-	-	2,800,000	-	-	-	2,800,000	-	-	
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Glen Chester Lift Station Rehabilitation	-	200,000	1,200,000	-	-	-	-	1,400,000	200,000	2	-	1,200,000	-	1,200,000	-	-	-	
	Hillside Wasterwater Rehabilitation	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
	Inflow-Infiltration/Evaluation and Repair	2,730,000	250,000	250,000	250,000	250,000	250,000	-	3,980,000	580,000	2	2,400,000	1,000,000	-	250,000	250,000	250,000	-	
	Lift Station Improvements and Decommissioning Phase III	2,564,500	300,000	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	
	Lopo Sewer Line Replacement	340,000	-	-	-	-	-	-	340,000	-	-	340,000	-	-	-	-	-	-	
	Melody Court Sewer Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	2,155,000	-	-	-	-	-	2,155,000	-	-	2,155,000	2,155,000	-	-	-	-	-	
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	1,725,000	-	-	-	-	1,725,000	-	-	1,725,000	-	-	1,725,000	-	-	-	
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0,2	380,500	-	-	-	-	-	-	
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0,2	-	90,000	-	-	-	-	90,000	
	Southside Force Main Extension	-	-	-	2,500,000	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	1,000,000	-	-	
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0,3,5	-	2,900,000	-	-	-	2,900,000	-	
	Southside Pump Upgrade	90,000	-	-	590,000	-	-	-	680,000	390,000	0,5	-	290,000	-	-	290,000	-	-	
	Spring Meadow Lane Sewer Line Replacement	1,540,000	95,000	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	
	Sunrise Circle Wastewater Connection	150,000	320,000	-	-	-	-	-	470,000	470,000	2	-	-	-	-	-	-	-	
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	440,000	-	-	-	-	440,000	-	-	440,000	-	440,000	-	-	-	-	
	Timber Creek Trunk Line (Morriss Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-	-	875,000	-	-	-	-	-	-	
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	-	550,000	-	-	-	550,000	-	-	550,000	-	-	550,000	-	-	-	
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	480,000	-	-	-	-	480,000	-	-	480,000	-	480,000	-	-	-	-	
	Upper Timber Interceptor (Morriss Road to One Place Lane)	400,000	-	-	-	-	-	4,875,000	5,275,000	400,000	2	-	4,875,000	-	-	-	-	4,875,000	
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000	-	-	430,000	-	-	-	430,000	-	-	
	Wastewater System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	-	
	Wastewater System Model Update	243,785	6,500	6,500	6,500	6,500	6,500	-	276,285	276,285	0,2	-	-	-	-	-	-	-	
	Wastewater Treatment Plant Clarifier No. 3 Rehabilitation	-	-	400,000	3,300,000	-	-	-	3,700,000	400,000	2	-	3,300,000	-	-	3,300,000	-	-	
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	
	Wastewater Treatment Plant Primary Treatment Area Expansion	-	400,000	3,300,000	-	-	-	-	3,700,000	400,000	2	-	3,300,000	-	3,300,000	-	-	-	
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	13,000,000	-	-	-	-	-	13,000,000	
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	1,000,000	-	-	-	-	-	1,000,000	
	Wellington Interceptor Improvements	-	-	-	390,000	-	-	-	390,000	-	-	390,000	-	-	390,000	-	-	-	
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	1,040,000	-	-	-	-	1,040,000	-	-	1,040,000	-	1,040,000	-	-	-	-	
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 27,738,285	\$ 4,176,500	\$ 8,991,500	\$ 7,736,500	\$ 7,536,500	\$ 406,500	\$ 19,405,000	\$ 75,990,785	\$ 13,525,785		\$ 19,900,000	\$ 42,565,000	\$ 2,155,000	\$ 6,860,000	\$ 7,655,000	\$ 6,530,000	\$ 400,000	\$ 18,965,000
OLD	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 15,802,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 235,743,690	\$ 47,350,090		\$ 35,325,000	\$ 153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000
NEW	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 16,342,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 236,283,690	\$ 47,890,090		\$ 35,325,000	\$ 153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3
02/20/2023

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	836,000	1,264,000	-	-	-	-	-	2,100,000	2,100,000	0,1,2,5	-	-	-	-	-	-	-	
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	-	
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000	
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	4,560,978	
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	6,747,000	-	-	-	-	-	7,057,000	7,057,000	0,1,2	-	-	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	
	FM 2499 at FM 407 Intersection Improvements **	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	-	-	-	-	-	-	
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000	
	Karnes Road	-	830,000	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-	
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	900,000	11,550,000	-	-	-	12,450,000	5,622,234	0,1	-	6,827,766	-	-	6,827,766	-	-	
	Lakeside Parkway Capacity Improvements **	-	1,160,000	8,750,000	-	-	-	-	9,910,000	3,497,498	0	-	6,412,502	-	6,412,502	-	-	-	
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	12,101,000	
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	
	Retaining Wall at the Mound	300,000	75,000	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-	
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-	
	Roadway Amenities	863,083	90,000	90,000	90,000	90,000	90,000	-	1,313,083	668,083	2,4	285,000	360,000	-	90,000	90,000	90,000	-	
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000	
	Scenic Road (Walsingham Drive to FM 1171)	-	-	2,000,000	-	-	-	-	2,000,000	2,000,000	2	-	-	-	-	-	-	-	
	Sidewalk Links **	1,561,000	150,000	150,000	150,000	150,000	150,000	-	2,311,000	1,711,000	2,4	-	600,000	-	150,000	150,000	150,000	-	
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000	
	Street Light Improvements	345,000	75,000	-	-	-	-	-	420,000	420,000	4	-	-	-	-	-	-	-	
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000	
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000	
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000	
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,466,905	1,3,7	-	-	-	-	-	-	-	
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000	
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	562,981	0	-	1,737,019	-	1,737,019	-	-	-	
	SUBTOTAL	\$ 30,408,319	\$ 10,391,000	\$ 14,340,000	\$ 11,940,000	\$ 390,000	\$ 390,000	\$111,265,337	\$ 179,124,656	\$ 107,019,391		\$ 1,433,000	\$ 70,672,265	\$ -	\$ 8,539,521	\$ 7,217,766	\$ 390,000	\$ 390,000	\$ 54,134,978

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3
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	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Adaptive Traffic Signal Upgrade	-	1,000,000	-	-	1,300,000	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	-	500,000	-	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	375,000	-	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	450,000	-	-	-	-	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	450,000	450,000	450,000	0,4,5	-	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	200,000	-	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,050,000	165,000	165,000	165,000	165,000	165,000	-	1,875,000	590,000	2,4	625,000	660,000	-	165,000	165,000	165,000	165,000	-
	Traffic Signal Preemption Upgrade	-	82,500	82,500	82,500	82,500	82,500	-	412,500	82,500	4	-	330,000	-	82,500	82,500	82,500	82,500	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,805,000	\$ 1,247,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 13,992,500	\$ 7,977,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500	\$ 3,100,000.0

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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SUMMARY OF FIVE YEAR CIP PLAN
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	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morris Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,900,000	-	-	-	-	2,900,000	2,900,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	940,000	-	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	1,170,000	-	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	-	1,200,000	1,870,000	1,870,000	2,8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	600,000	-	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,785,000	\$ 2,500,000	\$ 2,900,000	\$ -	\$ 1,170,000	\$ -	\$ 3,544,000	\$ 18,899,000	\$ 18,899,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
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 - 1. Grant and Interlocal Funds
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	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032					2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	-	-	-	11,422,000
	Joint Fire Training Facility	2,013,494	-	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 13,435,494	\$ 2,013,494		\$ -	\$ 11,422,000	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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TOWN OF FLOWER MOUND
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	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	978,811	-	-	-	-	-	978,811	978,811	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	500,000	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	1,600,000	-	-	-	-	1,600,000	1,600,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion	179,070	-	-	-	-	-	-	179,070	179,070	8	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	650,000	-	-	-	-	-	-	650,000	650,000	7	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	950,000	-	-	-	-	950,000		-	950,000	-	950,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	12,000,000	-	-	-	12,000,000		-	12,000,000	-	-	12,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	450,000	-	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park- Retrofit Ballfield and area lighting to LED	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	-	460,000	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	860,000	-	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	441,189	-	-	-	-	-	-	441,189	441,189	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	225,000	-	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	710,000	75,000	75,000	75,000	75,000	75,000	-	1,085,000	1,085,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	300,000	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	50,000	-	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	7	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	700,000	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	60,000	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-
	Prairie Trail Park- Design	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Prairie Trail Park - Construction	-	-	-	-	-	1,500,000	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	275,000	-	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	200,000	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	-	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-
	Tennis Center	400,000	-	12,250,000	-	-	-	-	12,650,000	1,150,000	6	-	11,500,000	-	11,500,000	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	700,000	6,000,000	-	6,700,000	6,700,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 16,585,259	\$ 3,363,811	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,934,070	\$ 36,484,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -
	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,502,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 286,385,720	\$ 172,393,455	\$ -	\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500

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**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3
02/20/2023**

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032						2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Cedarcrest Water Line	-	1,080,000	-	-	-	-	-	1,080,000	-	-	1,080,000	1,080,000	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	Forest Vista AC Water Line Decommissioning	-	105,000	-	-	-	-	-	105,000	105,000	2	-	-	-	-	-	-	-	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	3,200,000	0.7	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	3,200,000	-	-	-	-	-	-	3,200,000	-	-	3,200,000	-	-	-	-	-	-	
	Hillside Water Line Connection	340,000	-	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	500,000	0.2	-	1,260,000	-	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	660,000	6,000,000	-	1,500,000	-	1,500,000	9,660,000	1,185,000	0	-	8,475,000	-	5,475,000	-	1,500,000	1,500,000	
	Lakeside Water Reuse - Reuse Waterlines	-	340,000	3,000,000	-	2,000,000	-	12,450,000	17,790,000	451,500	0	-	17,338,500	-	2,888,500	-	2,000,000	12,450,000	
	Lopo Water line Replacement	365,000	-	-	-	-	-	-	365,000	-	-	365,000	-	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	3,500,000	2,785,000	-	-	-	-	-	6,285,000	4,007,000	0.1,2	-	2,278,000	2,278,000	-	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	-	1,710,000	-	
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	-	150,000	1,020,000	-	-	-	-	1,170,000	150,000	2	-	1,020,000	-	1,020,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0.7	-	-	-	-	-	-	-	
	Royal Oaks Water Line Replacement Phase I	150,000	1,330,000	-	-	-	-	-	1,480,000	100,000	2	150,000	1,230,000	1,230,000	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	1,230,000	
	Sentinel Oaks Water Line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	-	500,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	804,000	-	-	-	-	-	1,804,000	264,000	2	1,000,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	1,080,000	205,000	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	5,500,000	2,000,000	-	-	-	-	-	7,500,000	2,610,000	0.2	3,890,000	1,000,000	1,000,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	3,275,000	
	Utility Asset Management & Utility Replacement	1,200,000	300,000	300,000	300,000	300,000	300,000	-	2,700,000	300,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	300,000	
	Water System Leak Detection & Repair	750,000	50,000	50,000	50,000	50,000	50,000	-	1,000,000	150,000	2	650,000	200,000	-	50,000	50,000	50,000	-	
	Water System Model Update	173,785	6,500	6,500	6,500	6,500	6,500	-	206,285	206,285	0.2	-	-	-	-	-	-	-	
	Water System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	-	-	-	1,560,000	-	1,560,000	150,000	0	-	1,410,000	-	-	-	1,410,000	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	-	1,450,000	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 27,956,405	\$ 10,465,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,647,905	\$ 26,479,305		\$ 15,425,000	\$109,203,600	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000	\$ 75,820,000

**** Project Includes ADA Improvements**

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Income)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3
02/20/2023

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032					2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032	
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	325,000	-	-	-	-	-	-	325,000	325,000	2	-	\$ -	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	200,000	-	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Dexter Court Drainage Improvement	-	35,000	-	-	-	-	-	35,000	35,000	2	-	\$ -	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	690,000	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	-	500,000	-	-	-	-	500,000	-	2	-	\$ 500,000	-	500,000	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Boulevard	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	100,000	400,000	400,000	-	900,000	100,000	2	-	\$ 800,000	-	-	-	400,000	400,000	-
	Range Wood Drive Drainage Improvements	2,410,000	975,000	-	-	-	-	-	3,385,000	3,385,000	1,2	-	\$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Sunset Y-Inlet Replacement	-	-	-	25,000	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	-	50,000	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-	-
	SUBTOTAL	\$ 4,720,000	\$ 1,700,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ 400,000	\$ 8,645,000	\$ 7,345,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 3
02/20/2023

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	2,800,000	-	-	2,800,000	-		-	2,800,000	-	-	-	2,800,000	-	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Glen Chester Lift Station Rehabilitation	-	200,000	1,200,000	-	-	-	-	1,400,000	200,000	2	-	1,200,000	-	1,200,000	-	-	-	-
	Hillside Wasterwater Rehabilitation	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,730,000	250,000	250,000	250,000	250,000	250,000	-	3,980,000	580,000	2	2,400,000	1,000,000	-	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase III	2,564,500	300,000	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	-
	Lopo Sewer Line Replacement	340,000	-	-	-	-	-	-	340,000	-		340,000	-	-	-	-	-	-	-
	Melody Court Sewer Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	2,155,000	-	-	-	-	-	2,155,000	-		2,155,000	2,155,000	-	-	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	1,725,000	-	-	-	-	1,725,000	-		1,725,000	-	-	1,725,000	-	-	-	-
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	-
	Riverwalk Collector (Morriess Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	-	2,500,000	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	1,000,000	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	-	590,000	-	-	-	680,000	390,000	0.5	-	290,000	-	-	290,000	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	95,000	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	150,000	320,000	-	-	-	-	-	470,000	470,000	2	-	-	-	-	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	440,000	-	-	-	-	440,000	-		-	440,000	-	440,000	-	-	-	-
	Timber Creek Trunk Line (Morriess Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriess Road)	-	-	-	550,000	-	-	-	550,000	-		-	550,000	-	-	550,000	-	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	480,000	-	-	-	-	480,000	-		-	480,000	-	480,000	-	-	-	-
	Upper Timber Interceptor (Morriess Road to One Place Lane)	400,000	-	-	-	-	-	4,875,000	5,275,000	400,000	2	-	4,875,000	-	-	-	-	-	4,875,000
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000	-		-	430,000	-	-	-	430,000	-	-
	Wastewater System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	150,000	-
	Wastewater System Model Update	243,785	6,500	6,500	6,500	6,500	6,500	-	276,285	276,285	0.2	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Clarifier No. 3 Rehabilitation	-	-	400,000	3,300,000	-	-	-	3,700,000	400,000	2	-	3,300,000	-	-	3,300,000	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Primary Treatment Area Expansion	-	400,000	3,300,000	-	-	-	-	3,700,000	400,000	2	-	3,300,000	-	3,300,000	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	-	13,000,000	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	-	1,000,000	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wellington Interceptor Improvements	-	-	-	390,000	-	-	-	390,000	-		-	390,000	-	-	390,000	-	-	-
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	1,040,000	-	-	-	-	1,040,000	-		-	1,040,000	-	1,040,000	-	-	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 27,738,285	\$ 4,176,500	\$ 8,991,500	\$ 7,736,500	\$ 7,536,500	\$ 406,500	\$ 19,405,000	\$ 75,990,785	\$ 13,525,785		\$ 19,900,000	\$ 42,565,000	\$ 2,155,000	\$ 6,860,000	\$ 7,655,000	\$ 6,530,000	\$ 400,000	\$ 18,965,000
	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 16,342,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 236,283,690	\$ 47,350,090		\$ 35,325,000	\$ 153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
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7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Andy Kancel, Police Chief
ITEM: **Consider approval of the 2023 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.**

BACKGROUND: After discussion between representatives of the USACE and Town staff, a Cooperative Agreement for this year was reached. The Cooperative Agreement will allow off- duty Police Officers to provide police services for Murrell Park and Knob Hill Trail Head at Lake Grapevine on Fridays, Saturdays, Sundays, and holidays. The additional patrol of the parks provides citizens using the park a safer environment. A 2019 legal opinion determined this agreement does not require annual review based on the Town Charter given the only changes are compensation, times and dates of service. The USACE will reimburse the Flower Mound Police Department a total contract price of \$44,594.56, which is \$94.48 per hour for 472 hours. The period covered is weekends and holidays from Fri., 5/19/23 to Sun., 9/10/23, as follows: 8 hours on Fridays and Sundays (1500-2330), and 10 hours on Saturdays (1300-2330).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Not sign the solicitation for contract in which case the USACE would not reimburse the Town for expense of police officer response to any incident on USACE property.

FISCAL IMPACT: \$0.00

Proposed Expenditure/(Revenue)

\$ (44,594.56)

\$ 44,594.56

Account Number(s):

100-4605

100-various expense accounts

LEGAL REVIEW: No alteration to the legal content of this contract was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Cover Letter and Solicitation for Contract

DRAFT MOTION: Move to approve as presented in the agenda caption.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

08 February 2022

Flower Mound P.D.
4150 Kirkpatrick Lane
Flower Mound, Texas 75028
Colin.Sullivan@flower-mound.com
margaret.mulcahy@flower-mound.com

Dear Sir,

Attached is Solicitation No. W9126G23Q0010 for the requirement of police services for the project, FY23 Contract for Increased Law Enforcement for parts of Grapevine Lake Reservoir lying within the Town of Flower Mound, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before 10:00 A.M. CST, on Thursday, 16 March 2023. Please submit your quote via email to Daisy Ciarlariello, Daisy.Ciarlariello@usace.army.mil

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Daisy Ciarlariello, Contract Specialist at 817-886-6592.

The quote will be used for contract award if determined to be fair and reasonable. By submitting a quote, you agree that the proposed price is final and will accept contract award unilaterally, provided that the contract is for the exact amount of the quote.

Only a warranted Contracting Officer or Administrative Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer or ACO attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

Sincerely,


Michael A. Vega
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G23Q0010	
6. SOLICITATION ISSUED DATE 08-Feb-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CARLARELLO		b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 16 Mar 2023		9. ISSUED BY CODE W9126G US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB NAICS: 922120 ☐ SERVICE-DISABLED ☐ 8(A) SIZE STANDARD: ☐ VETERAN-OWNED SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
						14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO CODE 967426 GRAPEVINE PROJECT OFFICE PHILLIP M. LEDBETTER 110 FAIRWAY DR GRAPEVINE TX 76051 TEL: 817/865-2619 FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
TELEPHONE NO.							
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☐ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Derek France, Mayor				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:	
						31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 47	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
☐ PARTIAL ☐ FINAL				☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY23 Increased Law Enforcement FFP The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract. FOB: Destination PSC CD: R499				

 NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 14-MAY-2023 TO 12-SEP-2023	N/A	GRAPEVINE PROJECT OFFICE PHILLIP M. LEDBETTER 110 FAIRWAY DR GRAPEVINE TX 76051 817/865-2619 FOB: Destination	967426

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
GRAPEVINE LAKE, 2023
FLOWER MOUND POLICE DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary Analysis for 2023 lake patrol based on average overtime rates of all patrol officers, sergeants and lieutenants projected to perform work on this contract, 472 hours

Average Overtime Rate			Per Hour
Salary:	\$67.30	avg. hourly	\$67.30
FICA:	7.65%		\$5.15
Retirement:	11.27%		\$7.58
Health Ins. Avg. Cost:	\$ 16,262.75		\$7.82
Worker's Comp:	1.83%		\$1.23
Supp. Death:	\$ 0.025	per \$1,000	\$0.00
LTD:	\$ 0.16	per \$100	\$0.11
Total Labor Cost per Overtime Hour			\$ 21.89

Total Number of Contract Hours: 472

TOTAL Labor Cost for Contract \$ 42,097.68

VEHICLE COST:

Leasing Cost: \$ ____/mo x ____ veh-months	\$ -
Sched. Service Costs: \$ ____/mo x ____ veh-months	\$ -
Insurance Cost: \$ ____/mo x ____ veh-months	\$ -
Fuel Cost:	
4-Yr avg of contract mileage: 3843 miles	
\$ 0.650 per mile	\$ 2,497.95
TOTAL Vehicle Cost for Contract	<u>\$ 2,497.95</u>

MISCELLANEOUS COST:

Administration/Overhead per hour	\$ -
Equip. maintenance per officer	\$ -
Training expense per officer	\$ -
TOTAL Miscellaneous Cost for Contract	<u>\$ -</u>

CONTRACT SUMMARY:

Labor Cost	\$ 31,765.60	\$ 67.30
Benefit Cost	\$ 10,332.08	\$ 21.89
Vehicle Cost	\$ 2,497.95	\$ 5.29
Miscellaneous Cost	\$ -	
	<u>\$ 44,595.63</u>	*
TOTAL CONTRACT PRICE/ CORP Rate \$94.48 x 472:	<u>\$ 44,594.56</u>	\$ 94.48 per hr. rate

updated 2/9/2023

* When adding the total contract costs including labor, benefits, and a vehicle per hourly rate, the total is \$44,595.63
When multiplying the contract cost totals using the hourly rate of \$94.48 by 472 hours, the total is \$44,594.56
The \$1.07 difference has to do with the benefit cost and vehicle cost not dividing equally into 472 hours.

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Town of Flower Mound Grapevine Lake 2023

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Town of Flower Mound Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for parts of Grapevine Lake Reservoir lying within the Town of Flower Mound for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Murrell Park, Knob Hills Trailhead Access and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Town of Flower Mound limits. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. This contract does not include or reimburse for services and patrol activities in Twin Coves Park, Cross Timbers Trailhead Access or any other areas on Corps property currently administered, operated, or maintained by the Town of Flower Mound. Contractor will make contact with Park Ranger at gatehouse to exchange contact info at beginning of the shift each day of the contract. If Park Ranger is otherwise tied up, contact info will be left with the gate attendant.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 19 May through 10 September, 2023, for a total of 472 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 19 May 2023 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later.** Patrols will be conducted on Fridays, Saturdays, and Sundays as well as on a Federally recognized holidays (see Appendices A, B, and C).

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Example, Appendix D). The contractor will prepare a Daily Law Enforcement Log originated and provided by the contractor. The Daily Law Enforcement Log will be completed daily and submitted weekly at the close of each weekend shift, to the Corps of Engineers representative listed in Technical Exhibit 2 of this plan. ***Any drowning or serious incidents in these areas will be reported to the Corps of Engineers immediately, through the Lake Office, or directly to Park Rangers on duty.*** The Corps will provide an after-hours telephone contact sheet to the Town's dispatch office to facilitate such notification. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A,B and C).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Denton County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.7.1 AT Level 1 Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected employee and subcontractor employee, to the COR or to the contracting officers (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website: <http://jko.jten.mil/courses/at1/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

1.4.7.2 General Protection/Security Policy and Procedures:

1.4.7.2.1 All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.4.7.2.2 Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure

all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor by the Government shall NOT be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

- (a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.8 Special Qualifications: All Contractor personnel shall be certified and licensed Texas Peace Officers. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Quality Assurance (QA) Point of Contact(POC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Phil Ledbetter, Lead Park Ranger, Grapevine Lake; Alternate: Ami Watkins, Park Ranger, Grapevine Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms normally worn by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Invoicing: Invoice for contract services performed; includes billing start/end dates, hours worked, total charges, and weekly recap of Police activity. Invoices shall be submitted to the Corps QA POC on or before the 5th of every month for services rendered the previous month. Invoices can be sent via Mail, Fax, or Email.

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General : The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Attachment 3/Appendix A – Patrol Schedule

1.9.4 Attachment 4/Appendix B – Hours by Month

1.9.5 Attachment 5/Appendix C – Schedule of Days Worked by Month

1.9.6 Attachment 6/Appendix D – Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. (Paragraph 1.1)	The contractor provided visible presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries and Daily Law Enforcement Logs turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. (Paragraph 1.4.13)	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice submitted to Corps QA POC	Hard Copy or FAX or Email	US Army Corps of Engineers Grapevine Lake 110 Fairway Drive Grapevine Texas ATTN: Phil Ledbetter Phillip.m.ledbetter@usace.army.mil
Daily Enforcement Action Summaries (Paragraph 1.4.2)	To Corps with monthly invoice		Same as above	USACE Grapevine Lake Attn: Phil Ledbetter Phillip.m.ledbetter@usace.army.mil
Daily Law Enforcement Log (Paragraph 1.4.2)	To Corps weekly following each weekend shift		Same as above	USACE Grapevine Lake Attn: Phil Ledbetter Phillip.m.ledbetter@usace.army.mil

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE 2023

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1500-2330	8	1	1
SATURDAY	1300-2330	10	1	1
SUNDAY	1500-2330	8	1	1
Holidays:				
MAY 29 th	1130-2200	10	1	1
Memorial Day				
JULY 4 th	1330-2400	10	1	1
Independence Day				
SEPTEMBER 4 th	1130-2200	10	1	1
Labor Day				

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. **Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours specified in the Contract be exceeded.**

Contract begins on **19** May 2023, or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later, with patrols made on consecutive weekends, (Fridays, Saturdays, and Sundays) through **10** September 2023 to complete the agreement. Only holidays within this contract will be included in this agreement.

PERFORMANCE WORK STATEMENT

APPENDIX B

HOURS BY MONTH 2023

Hours: Fridays & Sundays 8 hours each
 Saturdays 10 hours each
 Holidays 10 hours each

Shift Day	Hours	Days	Total
Fridays	8	17	136
Saturdays	10	17	170
Sundays	8	17	136
Memorial Day 29 May	10	1	10
Independence Day 4 July	10	1	10
Labor Day 4 Sept	10	1	10
Grand Total			472

Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	8	10	8	10	
May	16	20	16	10	62
June	40	40	32	0	112
July	32	50	40	10	132
August	32	40	32	0	104
September	16	20	16	10	62
				Total Hours	472

PERFORMANCE WORK STATEMENT

APPENDIX C

2023

SCHEDULE OF DAYS WORKED BY MONTH

54 Days total

MAY: 19-21, 26-29 (Includes Memorial Holiday) = **7 days**

JUNE: 2-4, 9-11, 16-18, 23-25, 30 = **13 days**

JULY: 1-2, 4 (Independence Day), 7-9, 14-16, 21-23, 28-30 = **15 days**

AUGUST: 4-6, 11-13, 18-20, 25-27, = **12 days**

SEPTEMBER: 1-4 (includes Labor Day), 8-10 = **7 days**

Appendix D DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Flower Mound Police Department

PROJECT: Grapevine Lake

OFFICERS NAME: _____ DATE: _____

TIME STARTED: _____ TIME ENDED: _____ TOTAL HOURS: _____

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

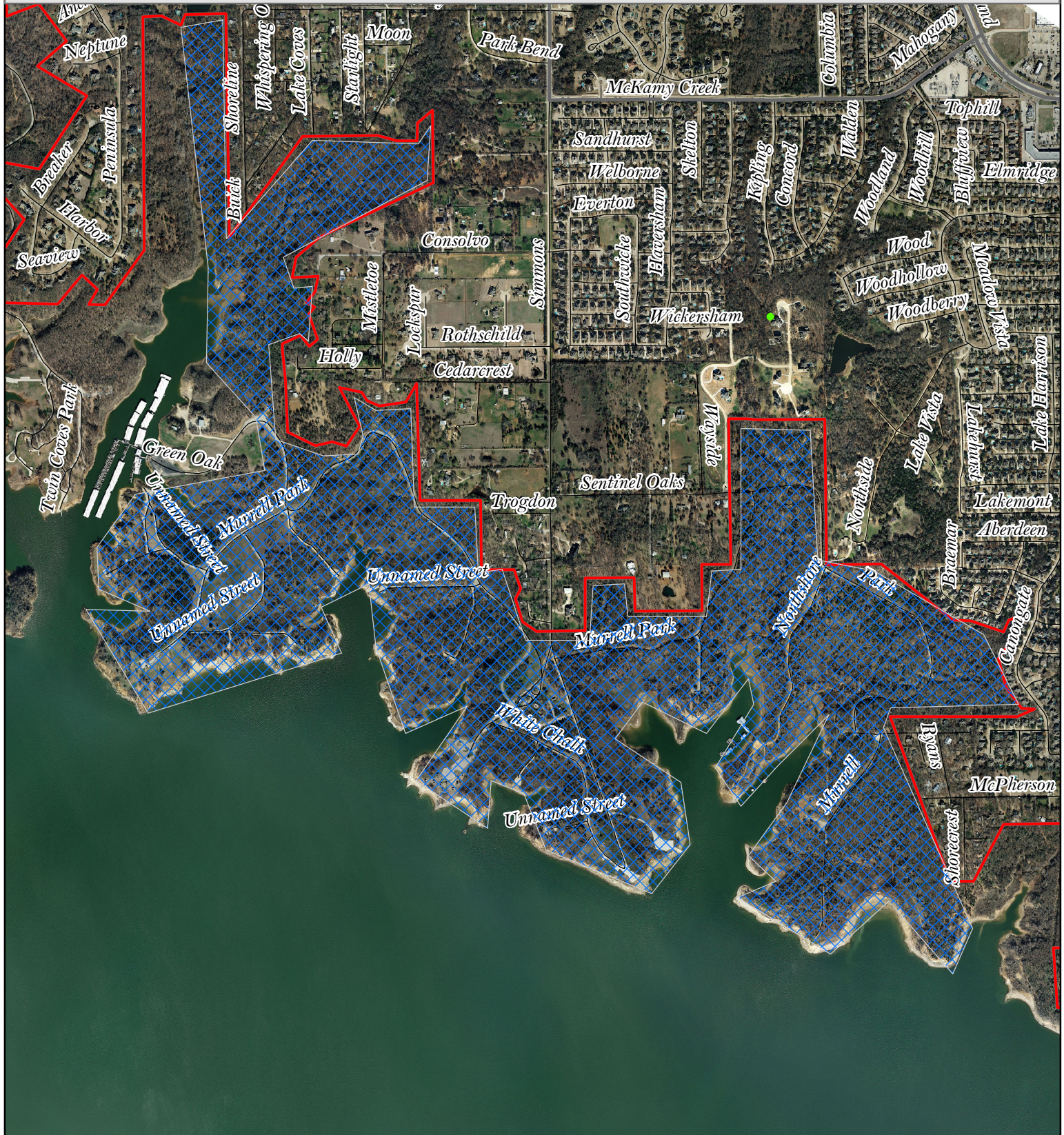
OFFENCE TITLE	Murrell Park				NOTES
	A	C	W	V	
Vehicles Parking					
Speeding					
Reckless					
State Req.					
DWI					
Other					
TOTALS					
Conduct Loud/Unruly					
Public Intox					
Cont Subst.					
Minor Poss.					
Theft					
Vandal					
Litter					
Weapons					
Assault					
Other					
TOTALS					

*** For all arrests and evictions include details on back ***

Officer Number: _____ Date: _____ Signature: _____

Increased Law Enforcement Patrol Map

Grapevine Lake - Murrell Park



1,500 750 0 1,500 Feet

Legend

Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

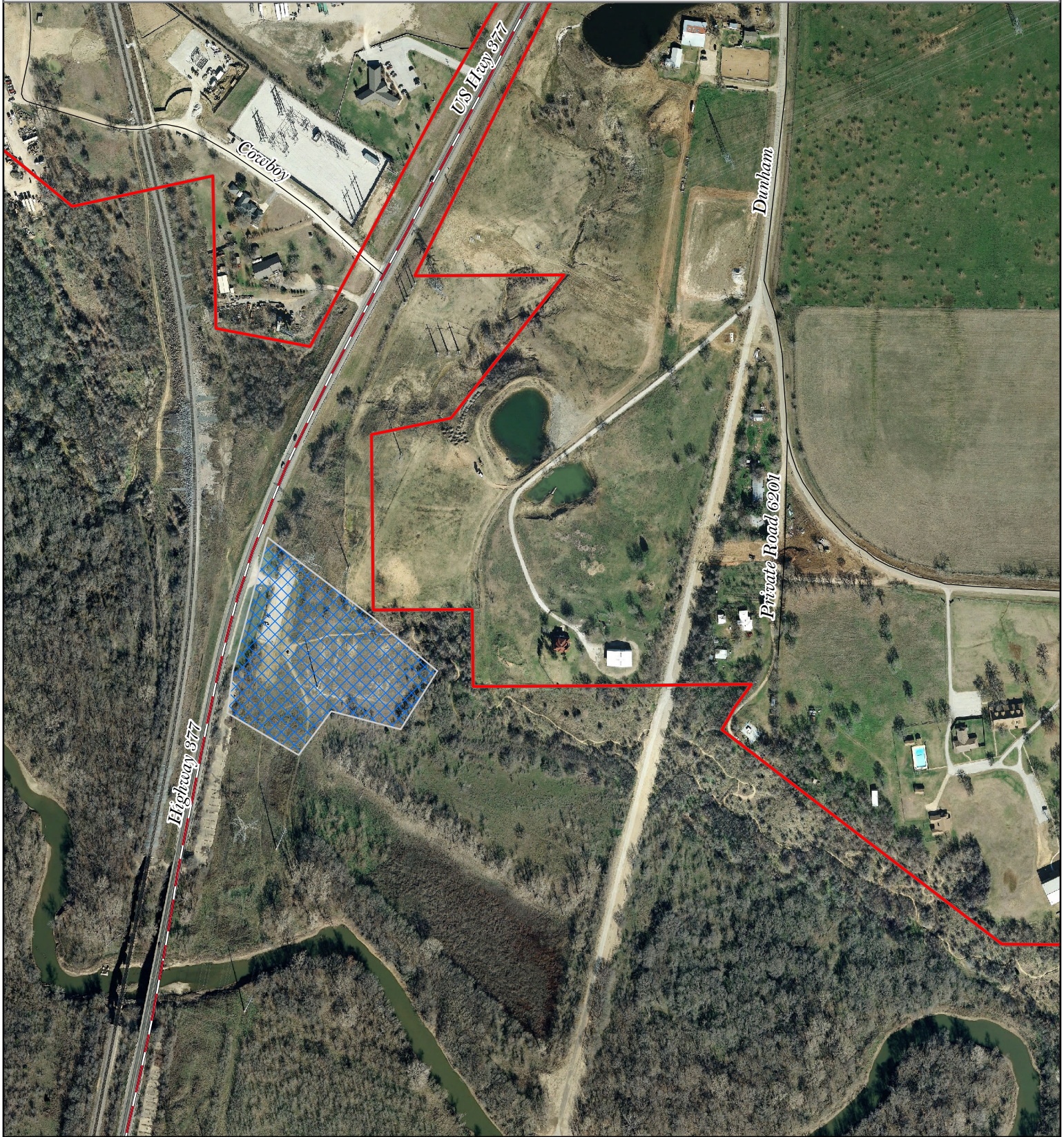
The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



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Increased Law Enforcement Patrol Map Grapevine Lake - Knob Hills Trail Head



520 260 0 520 Feet

Legend

Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



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CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 922120.

(2) The small business size standard is .

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or

services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [☐] will, [☐] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [☐] does, [☐] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision --

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002", means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it

[____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It (☐) has, (☐) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (☐) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [☐] Are, [☐] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [☐] Have, [☐] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [☐] Are, [☐] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [☐] Have, [☐] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the

taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.(☐) TIN has been applied for.(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: ____

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [☐] does, [☐] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

- ____ (10) [Reserved]
- ____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- ____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (13) [Reserved]
- ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-6.
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2021) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- ____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ____ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME
(DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

- (1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;
- (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
- (3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror -

- (1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or
- (2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5227
Daniel W. Simms	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas
Area: Texas Counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Rockwall

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.91
01012 - Accounting Clerk II		20.09
01013 - Accounting Clerk III		22.48
01020 - Administrative Assistant		30.16
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		14.56***
01042 - Customer Service Representative II		15.89***
01043 - Customer Service Representative III		17.83
01051 - Data Entry Operator I		15.34***
01052 - Data Entry Operator II		16.74
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		17.59
01090 - Duplicating Machine Operator		17.59
01111 - General Clerk I		14.07***
01112 - General Clerk II		15.35***
01113 - General Clerk III		17.23

01120 - Housing Referral Assistant	22.61
01141 - Messenger Courier	15.72***
01191 - Order Clerk I	16.47
01192 - Order Clerk II	17.96
01261 - Personnel Assistant (Employment) I	18.12
01262 - Personnel Assistant (Employment) II	20.27
01263 - Personnel Assistant (Employment) III	22.60
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	15.30***
01300 - Scheduler, Maintenance	18.13
01311 - Secretary I	18.13
01312 - Secretary II	20.28
01313 - Secretary III	22.61
01320 - Service Order Dispatcher	17.86
01410 - Supply Technician	30.16
01420 - Survey Worker	17.70
01460 - Switchboard Operator/Receptionist	15.15***
01531 - Travel Clerk I	17.18
01532 - Travel Clerk II	18.47
01533 - Travel Clerk III	19.82
01611 - Word Processor I	16.67
01612 - Word Processor II	18.71
01613 - Word Processor III	20.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	14.44***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.99***
07041 - Cook I	13.94***
07042 - Cook II	16.01***
07070 - Dishwasher	11.57***
07130 - Food Service Worker	12.89***
07210 - Meat Cutter	13.60***
07260 - Waiter/Waitress	10.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.86
09040 - Furniture Handler	10.61***
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.04***
09110 - Furniture Repairer, Minor	15.16***
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.95***
11060 - Elevator Operator	13.31***
11090 - Gardener	22.18
11122 - Housekeeping Aide	13.49***
11150 - Janitor	13.49***
11210 - Laborer, Grounds Maintenance	16.51
11240 - Maid or Houseman	12.68***
11260 - Pruner	14.59***

11270 - Tractor Operator	20.29
11330 - Trail Maintenance Worker	16.51
11360 - Window Cleaner	15.26***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.11
12012 - Certified Occupational Therapist Assistant	37.42
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	19.76
12072 - Licensed Practical Nurse II	22.11
12073 - Licensed Practical Nurse III	24.65
12100 - Medical Assistant	17.79
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	43.82
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.48***
12223 - Nursing Assistant III	15.80***
12224 - Nursing Assistant IV	17.75
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	30.27
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	27.40
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	17.58
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	17.84
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.19

14042 - Computer Operator II	24.81
14043 - Computer Operator III	27.68
14044 - Computer Operator IV	32.84
14045 - Computer Operator V	36.34
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	22.19
14160 - Personal Computer Support Technician	32.84
14170 - System Support Specialist	42.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	48.41
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	36.68
15070 - Flight Instructor (Pilot)	48.41
15080 - Graphic Artist	25.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.41
15086 - Maintenance Test Pilot, Rotary Wing	48.41
15088 - Non-Maintenance Test/Co-Pilot	48.41
15090 - Technical Instructor	27.43
15095 - Technical Instructor/Course Developer	33.55
15110 - Test Proctor	22.14
15120 - Tutor	22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.05***
16030 - Counter Attendant	11.05***
16040 - Dry Cleaner	14.20***
16070 - Finisher, Flatwork, Machine	11.05***
16090 - Presser, Hand	11.05***
16110 - Presser, Machine, Drycleaning	11.05***
16130 - Presser, Machine, Shirts	11.05***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.05***
16190 - Sewing Machine Operator	15.05***
16220 - Tailor	16.19***
16250 - Washer, Machine	12.15***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.03
21030 - Material Coordinator	24.46
21040 - Material Expediter	24.46
21050 - Material Handling Laborer	14.93***
21071 - Order Filler	16.03***
21080 - Production Line Worker (Food Processing)	18.03
21110 - Shipping Packer	17.59
21130 - Shipping/Receiving Clerk	17.59
21140 - Store Worker I	13.03***
21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	18.03
21410 - Warehouse Specialist	18.03
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.23
23019 - Aircraft Logs and Records Technician	31.86
23021 - Aircraft Mechanic I	37.41
23022 - Aircraft Mechanic II	39.23
23023 - Aircraft Mechanic III	41.04

23040 - Aircraft Mechanic Helper	26.84
23050 - Aircraft, Painter	35.52
23060 - Aircraft Servicer	31.86
23070 - Aircraft Survival Flight Equipment Technician	35.52
23080 - Aircraft Worker	33.70
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.41
23110 - Appliance Mechanic	21.51
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	30.31
23130 - Carpenter, Maintenance	21.31
23140 - Carpet Layer	19.04
23160 - Electrician, Maintenance	23.75
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.15
23183 - Electronics Technician Maintenance III	29.65
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	23.76
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	22.56
23312 - Fuel Distribution System Operator	17.69
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.41
23381 - Ground Support Equipment Servicer	31.86
23382 - Ground Support Equipment Worker	33.70
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.01
23393 - Gunsmith III	25.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.53
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.67
23430 - Heavy Equipment Mechanic	28.14
23440 - Heavy Equipment Operator	22.58
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	24.25
23470 - Laborer	14.93***
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	25.75
23550 - Machinist, Maintenance	22.70
23580 - Maintenance Trades Helper	16.50
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	27.21
23710 - Office Appliance Repairer	19.70
23760 - Painter, Maintenance	18.11
23790 - Pipefitter, Maintenance	26.55
23810 - Plumber, Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	25.54
23850 - Rigger	26.09
23870 - Scale Mechanic	23.01
23890 - Sheet-Metal Worker, Maintenance	23.02
23910 - Small Engine Mechanic	20.45
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	25.89
23960 - Welder, Combination, Maintenance	22.42
23965 - Well Driller	22.66
23970 - Woodcraft Worker	25.54
23980 - Woodworker	20.03

24000 - Personal Needs Occupations	
24550 - Case Manager	18.31
24570 - Child Care Attendant	11.76***
24580 - Child Care Center Clerk	14.66***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	18.31
24630 - Homemaker	18.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	22.35
25070 - Stationary Engineer	27.73
25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	22.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.33
27007 - Baggage Inspector	14.34***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.34***
27102 - Guard II	16.92
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.13***
28042 - Carnival Equipment Repairer	16.53
28043 - Carnival Worker	10.88***
28210 - Gate Attendant/Gate Tender	15.60***
28310 - Lifeguard	11.19***
28350 - Park Attendant (Aide)	17.45
28510 - Recreation Aide/Health Facility Attendant	12.73***
28515 - Recreation Specialist	21.27
28630 - Sports Official	13.89***
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.04
29020 - Hatch Tender	29.04
29030 - Line Handler	29.04
29041 - Stevedore I	27.45
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40

30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	26.42
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	26.76
30222 - Latent Fingerprint Technician II	29.57
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	32.32
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	32.32
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	28.36
30492 - Unexploded Ordnance (UXO) Technician II	34.32
30493 - Unexploded Ordnance (UXO) Technician III	41.13
30494 - Unexploded (UXO) Safety Escort	28.36
30495 - Unexploded (UXO) Sweep Personnel	28.36
30501 - Weather Forecaster I	29.26
30502 - Weather Forecaster II	35.59
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.32
31020 - Bus Aide	14.95***
31030 - Bus Driver	21.81
31043 - Driver Courier	17.15
31260 - Parking and Lot Attendant	10.91***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver, Light	18.75
31362 - Truckdriver, Medium	20.37
31363 - Truckdriver, Heavy	23.34
31364 - Truckdriver, Tractor-Trailer	23.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	11.33***
99050 - Desk Clerk	12.89***
99095 - Embalmer	24.05
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	13.62***
99252 - Laboratory Animal Caretaker II	14.89***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	14.89***
99710 - Recycling Laborer	20.02
99711 - Recycling Specialist	24.59
99730 - Refuse Collector	17.69
99810 - Sales Clerk	13.65***
99820 - School Crossing Guard	12.69***
99830 - Survey Party Chief	29.37
99831 - Surveying Aide	17.60
99832 - Surveying Technician	22.55
99840 - Vending Machine Attendant	17.05
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	17.01

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Jeremy Jennings, Utility Line Main Manager
ITEM: **Consider approval of the purchase of one new Case TV370B Compact Rubber Track Loader per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$76,800.00.**

BACKGROUND: The Public Works Department is requesting the purchase of one Case TV370B Compact Rubber Track Loader per Town of Flower Mound Specifications and Vendor Quote in the amount of \$76,800.00 utilizing the BuyBoard Cooperative Contract 685-22.

This equipment purchase will replace Unit No. 9232-30; and is part of the approved Fiscal Year 22-23 Vehicle and Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$76,800.00

Proposed Expenditure/(Revenue)
\$76,800.00

Account Number(s):
565-450-84500-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. BuyBoard Quote

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 11/18/2022 – VERF FY2023

Description: **Case TV370B Compact Rubber Track Loader**

Qty.: 1

Replaces: 9232-30 a 2009 Bobcat T300 Compact Rubber Track Loader – ULM

Bidder: Associated Supply Company, Inc. (ASCO), Sharon Huffman 817-313-8129, shuffman@ascoeq.com via BuyBoard Cooperative Contract 685-22

Item: 1 – Case TV370B Compact Rubber Track Loader as per ASCO Quote Dated 11/18/2022.

Total Cost of Vehicles, Equipment & Installation:

\$76,800.00

It is Fleet Services recommendation to award the bid to **Associated Supply Company, Inc.** in the amount of **\$76,800.00** utilizing the **BuyBoard Cooperative Contract # 685-22.**

Fleet Services Manager

11/18/2022

Date

ASSOCIATED SUPPLY COMPANY, INC.

Associated Supply Company, Inc.
2019 Airport Fwy Euless, TX. 76040
Phone: 817-283-2844
Fax: 817-283-7836

Prepared By: Sharon Huffman
Mobile: 817-313-8129
Email: shuffman@ascoeq.com

Date Prepared: 11/18/2022

Government Agency: Town of Flower Mound

Ship To: Town of Flower Mound
1101 Duncan Lane
 Flower Mound, TX 75028

Bill To: Town of Flower Mound
1101 Duncan Lane
 Flower Mound, TX 75028

Contact Name: Bill Sterner

Email: Billy.Sterner@flower-mound.com

Phone: 972-874-6431

Fax:

Product Description: CASE TV370B

BuyBoard Contract: 685-22 (effective 12/1/22)

I. Price List Dated:

Base Price: 101,621.00

II: Base Bid Options (Itemized Below)

450 mm (17.7 inch) Tracks		Standard
84" Low Profile Extended Bucket	\$	2,408.00
84" Bolt on Cutting Edge	\$	426.00
Air Ride Suspension Seat	\$	669.00
E-H Cab LCD Display	\$	5,711.00
Hydraulic Coupler	\$	1,171.00
Performance w/Front Electric	\$	1,339.00
Heavy Duty Rear Door		Standard
SELF LEVEL-E-H		Standard
SUB-TOTAL:	\$	11,724.00

CASE GOVT DISCOUNT	\$ (6,000.00)
SUB-TOTAL:	\$ (6,000.00)

III. SUB-TOTAL OF I & II

IV. BuyBoard Discount:	24.00%	\$	25,762.80
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BUYBOARD CONTRACT PRICE: \$ 81,582.20

V: NON-BASE OPTIONS

Non-Base Options (%) =

4YR/2000HR Premier Warranty	\$ 4,800.00
SUB-TOTAL:	\$ 4,800.00

_____	_____
_____	_____
_____	_____
SUB-TOTAL:	\$ -

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)	\$	4,800.00
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VII: TOTAL IV + VI	\$ 86,382.20
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VIII: QUANTITY ORDERED UNITS:	1	\$ 86,382.20
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IX: TRADE-IN OR OTHER CREDIT(S):	\$	9,582.20	2022 Discount (no trade)	\$	9,582.20
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TOTAL: \$ 76,800.00

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of Change Order No. 1 for the construction of the Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive) project, amending the contract with Jeske Construction Company, to provide for an increase to the contract in the amount of \$36,411.26; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On June 21, 2021, Jeske Construction Company was awarded the construction contract for the Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive) project. The original contract was awarded in the amount of \$833,040.00.

Change Order No. 1 proposes to increase the contract in the amount of \$36,411.26, for a revised contract amount of \$869,451.26. The change order allows for line item quantities to be reconciled based on actual quantities installed. It also allows for additional ADA improvements located at the alley connection to Timber Valley Drive near the Edgefield Trail that were not originally planned with the design of the project. Additional grading limits also had to be expanded beyond what was originally anticipated with the design to properly connect existing and proposed project elevations. Detailed descriptions of all items are provided in Attachment 1.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If the proposed change order is not approved by Town Council, staff would not be able to reconcile final quantities to close the project.

FISCAL IMPACT: \$36,411.26

Proposed Expenditure/(Revenue)
\$36,411.26

Account Number(s):
316-560-78039-6160

LEGAL REVIEW: The Town's standard change order form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Change Order No. 1

DRAFT MOTION: Move to approve as presented in the agenda caption.

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Jeske Construction Company

Project: **Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)****CHANGE ORDER NO. 1**

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
P6	UNCLASSIFIED ROADWAY EXCAVATION	CY	Add	8.46	\$24.00	\$ 203.04
P8	REMOVE EXISTING CONCRETE PAVEMENT (SIDEWALK)	SY	Add	102.76	\$9.00	\$ 924.84
P9	REMOVE EXISTING ASPHALT PAVEMENT (ROADWAY) (FULL DEPTH)	SY	Add	142.83	\$7.00	\$ 999.81
P12	8" FLEXIBLE BASE, COMPLETE IN PLACE	SY	Add	51.72	\$16.00	\$ 827.52
P13	6" REINFORCED CONCRETE PAVEMENT (ROADWAY) (3,600 PSI), COMPLETE IN PLACE	SY	Add	72.37	\$64.00	\$ 4,631.68
P15	6" CONCRETE MONOLITHIC CURB, COMPLETE IN PLACE	LF	Add	52.1	\$6.00	\$ 312.60
P16	4" REINFORCED CONCRETE SIDEWALK (3,000 PSI), COMPLETE IN PLACE	SY	Add	113.98	\$70.00	\$ 7,978.60
P18	REMOVE AND RESET STANDARD MAILBOX, COMPLETE IN PLACE	EA	Add	1	\$150.00	\$ 150.00
P22	TYPE 3 BARRIER FREE RAMP, COMPLETE IN PLACE	EA	Add	2	\$2,800.00	\$ 5,600.00
P24	TOPSOIL (4" DEPTH), COMPLETE IN PLACE	SY	Add	420	\$3.00	\$ 1,260.00
P25	BLOCK SOD, COMPLETE IN PLACE	SY	Add	599.96	\$8.00	\$ 4,799.68
U2	ADJUSTMENT AND REPLACEMENT OF WATER METER, COMPLETE IN PLACE	EA	Add	1	\$420.00	\$ 420.00
CO1-A	905 & 907 EDGEFIELD TRAIL YARD AND LANDSCAPING RESTORATION	EA	Add	1	\$8,303.49	\$ 8,303.49
TOTAL						\$ 36,411.26

JUSTIFICATION

Change Order No. 1 provides for adjustments to quantities based on the actual quantities installed and measured in the field.

Item P6 - UNCLASSIFIED ROADWAY EXCAVATION – allows additional payment to be made for the roadway excavation for the extension of paving along Hillside Lane.

Item P8 - REMOVE EXISTING CONCRETE PAVEMENT (SIDEWALK)– allows additional payment to be made for the removal of sidewalk for additional scope added into the project to fix sidewalk crossing at alley connection to Timber Valley Drive.

Item P9 - REMOVE EXISTING ASPHALT PAVEMENT (ROADWAY) (FULL DEPTH) – allows additional payment to be made for the removal of asphalt paving along the extended tie in limits of this project with Hillside Lane.

Item P12 - 8" FLEXIBLE BASE, COMPLETE IN PLACE – allows additional payment to be made for the installation of flexible base subgrade at locations of paving improvements that were added into the project during construction.

Item P13 - 6" REINFORCED CONCRETE PAVEMENT (ROADWAY) (3,600 PSI), COMPLETE IN PLACE – allows additional payment to be made for the installation of reinforced concrete pavement roadway at Wood Creek Drive, Hillside Lane and alley connection to Timber Valley Drive.

Item P15 - 6" CONCRETE MONOLITHIC CURB, COMPLETE IN PLACE – allows additional payment to be made for the installation concrete curb and gutter installed along Hillside Lane and alley connection to Timber Valley Drive.

Item P16 - 4" REINFORCED CONCRETE SIDEWALK (3,000 PSI), COMPLETE IN PLACE – allows additional payment to be made for the installation of reinforced concrete sidewalk along Timber Valley Drive near the alley reconstruction that was added into the project.

Item P18 - REMOVE AND RESET STANDARD MAILBOX, COMPLETE IN PLACE – allows additional payment to be made for the removal and resetting of a mailbox along Timber Valley Drive.

Item P22 - TYPE 3 BARRIER FREE RAMP, COMPLETE IN PLACE – allows additional payment to be made for the installation of two pedestrian ramp crossings at alley connection to Timber Valley Drive.

Item P24 - TOPSOIL (4" DEPTH), COMPLETE IN PLACE – allows additional payment to be made for the installation of topsoil. Anticipated topsoil limits identified on the plans had to be extended to properly tie in grading to new roadway back of curb.

Item P25 - BLOCK SOD, COMPLETE IN PLACE – allows additional payment to be made for the installation of block sodding. Anticipated sodding limits identified on the plans had to be extended to properly tie in grading to new roadway back of curb.

Item U2 - ADJUSTMENT AND REPLACEMENT OF WATER METER, COMPLETE IN PLACE – allows additional payment to be made for an additional water meter adjustment that was found to be leaking during project construction.

C01-A – 905 & 907 EDGEFIELD TRAIL YARD AND LANDSCAPING RESTORATION – allows additional payment to be made for landscaping and grading improvements needed to properly tie in grades of lead walks to the new back of curb and sidewalk elevations of Edgefield Trail.

Original Contract	\$ 833,040.00
Change Order #1	\$ 36,411.26
Revised Contract Price	\$ 869,451.26

Original Substantial Completion Days	120
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Original Final Completion Days	150
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Recommended
for Approval


Blake Hummel, P.E.
Senior Project Engineer

1/4/23
Date


Contractor
Vice President
Contractor Title

1/4/23
Date

Approved

Derek France
Mayor

Date



TOWN COUNCIL AGENDA J.7. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of a Professional Services Agreement with Freese and Nichols, Inc. for Engineering Design Review Services in an amount not to exceed \$30,000 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The requested Professional Service Agreement (PSA) with Freese and Nichols, Inc. provides for support to assist the Engineering Services Department with the review of ongoing development projects. The Engineering Services Department is currently experiencing a staffing shortage due the recent loss of two engineers. The requested PSA will allow the department to continue to meet workload demands until new staff can be hired.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$30,000

Proposed Expenditure/(Revenue)
\$30,000

Account Number(s):
200-690-91100-5110

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Professional Service Agreement
2. Form 1295 (Internal Use)

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
FREESE AND NICHOLS, INC.**

This contract is entered into on this 6 day of March , 2023, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Freese and Nichols, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to provide professional engineering services in an on-call capacity to assist with subdivision and site plan reviews; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the engineering services specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Thirty Thousand and No/100 Dollars (\$30,000). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a hourly sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis save and except the Professional Liability Insurance which may be written on a “claims-made” basis, provided that “tail coverage” or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Robert Pegg, P.E.,
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.

Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Robert Pegg, P.E.,
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Brent Anderson, P.E.
Freese and Nichols, Inc.
101 S. Locust Street
Suite 202
Denton, TX 76201
940-252-0306 Telephone
Brent.Anderson@freese.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.

Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI. Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII. Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII. No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV. Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Freese and Nichols, Inc.

By: Alan Greer
Name: Alan D. Greer, P.E.
Title: Sr. Vice President and Principal

Date Signed: Feb. 21, 2023

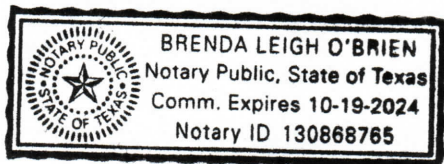
State of Texas §
 §
County of Tarrant §

This instrument was acknowledged before me on the 21st day of February, 2023, by Alan D. Greer in his capacity as Sr. Vice President of Freese and Nichols, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Freese and Nichols, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF Feb., 2023.

Brenda Leigh O'Brien
Notary Public, State of Texas

My Commission Expires:
10-19-2024



SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. ("FNI") is engaging with the Town of Flower Mound, Texas ("TOWN") to provide professional engineering services in an on-call capacity to assist with the review of new development applications and for miscellaneous engineering tasks to be determined by the TOWN. If required, coordination meetings for development application reviews will be attended by FNI on a specific day(s) to be determined by the TOWN. Other miscellaneous tasks will be furnished on a work order basis and FNI will provide a scope of services, fee and schedule for each work order.

It is understood that FNI is being engaged to verify that development application documents prepared by others, and submitted by others for TOWN's approval, meet ordinances in place at the time FNI reviewed the same plans and plats. FNI will be performing a limited review of these documents and does not represent or certify them for any other purpose than to verify that the plan and plats as illustrated and described meet TOWN's ordinances in place at the time these plans and plats are reviewed.

ARTICLE I

RECURRING SERVICES: FNI will provide the following services, at the TOWN's request, on a regular and recurring basis. All recurring work and meetings are to be held based on the schedule shown in paragraph A below, unless otherwise requested by the TOWN and scheduling is agreed-to by FNI's staff in advance:

- A. Provide 20 hours of time per week if needed. It is further understood that FNI's Designated Representative, as defined in Article V, will provide on average a maximum of eight (8) hours service per week with the remaining twelve (12) hours per week to be provided as needed by other qualified FNI staff.
- B. Review development applications. Assist TOWN staff with the development review process and recommendations as requested by the TOWN.
- C. Attend meetings at the TOWN's request with entities such as TxDOT, Denton or Tarrant County, and surrounding communities to provide input on development related engineering issues.
- D. Provide site observation of development projects under construction and prepare site visit documentation as requested by the TOWN.
- E. Attend TOWN Council and Planning and Zoning Commission meetings as requested by TOWN to answer engineering questions concerning comments and recommendations on development applications.
- F. Assist TOWN staff with processing and review of Zoning, Development Plans, Plat, and Site Plan application documents as requested by TOWN. FNI will assist staff in reviews per TOWN approved process outlined in general terms below.
 - 1. Review Applications that are assigned by TOWN for administrative completeness within 5 business days.

2. Review Applications for general compliance with TOWN's Development Codes and Ordinances and Master Plans within 10 business days. Review of development applications will include performing the following tasks:
 - a. Check the grading plans for compatibility with previously established and natural drainage patterns.
 - b. Check the grading plan compatibility with proposed drainage areas.
 - c. Review paving plans to determine if they meet City criteria.
 - d. Determine if typical street sections meet City criteria.
 - e. Check drainage area delineations.
 - f. Check "C" factors and times of concentration. Determine that correct design storm frequencies are used.
 - g. Check inlet computations and spread of water calculations.
 - h. Determine the adequacy of downstream receiving channels and storm drains.
 - i. Check hydraulic grade line computations.
 - j. Determine erosion potential at outfalls.
 - k. Check water and sewer line sizing with respect to the Master Plans.
 - l. Check valve and fire hydrant locations.
 - m. Check sanitary sewer sizing and manhole locations.
 - n. Determine adequacy of erosion control plans.
 - o. Check the compatibility of plans with standard City details, specifications and general notes.
 - p. Check plats against the plans for adequacy, size and location of easements.
 3. Offer to the TOWN suggestions on potential impacts governed by other TOWN departments and regulatory agencies as may be noticed during review of Applications. Offer recommendations on input from these agencies, if applicable.
 4. Assist TOWN staff with preparing comments in written format to the TOWN for the Applications. Include applicable comments previously generated from TOWN review of the Applications.
 5. Provide written comments from the TOWN and FNI to the applicant's representative, engineer or surveyor (as applicable), as may be needed within 10 business days.
 6. Assist TOWN staff with the review of resubmitted Applications to verify that all previously provided written comments have been addressed by the applicant, and to verify that revisions do not cause internal conflicts or new issues.
 7. Document meetings and telephone calls with applicants.
- G. Miscellaneous Tasks – Other miscellaneous engineering assignments will be performed as requested by the TOWN. When requested, FNI will prepare a work order request with scope, estimated fee, and schedule and will submit this to the TOWN's representative electronically for review and approval. Once written approval and notice to proceed is provided by the TOWN, FNI will commence work and will transmit deliverables in accordance with the approved work order schedule.
- H. Provide a concise, one-page monthly or bi-weekly (as directed by the TOWN) report to TOWN of all active Projects (in a format to be mutually agreed-to).

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by TOWN, which are not included in the above described recurring services, are described as follows:

- A. Prepare design plans for TOWN Projects.
- B. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- C. Preparing data and reports for assistance to TOWN in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- D. Assisting TOWN in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the TOWN.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to serve as the TOWN's engineer for a duration of time mutually agreed upon by the TOWN and FNI.

ARTICLE IV

RESPONSIBILITIES OF CLIENT: TOWN shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Furnish copies of record drawings, studies and reports needed to support the assignments associated with this AGREEMENT.
- B. Designate in writing a person to act as TOWN's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to FNI's services for the Project.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as TOWN deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- E. Give prompt written notice to FNI whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative:

Robert Pegg
Assistant Director of Engineering
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312
Robert.pegg@flower-mound.com

Client's Accounting Representative:

Robert Pegg
Assistant Director of Engineering
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312
Robert.pegg@flower-mound.com

FNI's Designated Representative:

Brent Anderson, P.E.
Program Manager
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
940-252-0306
brent.anderson@freese.com

FNI's Accounting Representative:

Jana Collier
Senior Operations Analyst
817-735-7354
jvc@freese.com

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Thirty Thousand Dollars (\$30,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	112
Professional 2	137
Professional 3	153
Professional 4	177
Professional 5	207
Professional 6	236
Construction Manager 1	97
Construction Manager 2	120
Construction Manager 3	131
Construction Manager 4	164
Construction Manager 5	197
Construction Manager 6	225
Construction Representative 1	87
Construction Representative 2	97
Construction Representative 3	120
Construction Representative 4	131
CAD Technician/Designer 1	96
CAD Technician/Designer 2	123
CAD Technician/Designer 3	152
Corporate Project Support 1	91
Corporate Project Support 2	110
Corporate Project Support 3	146
Intern / Coop	56
Senior Advisor	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>			<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day)	\$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day)	\$275
				Coating Inspection Kit (per day)	\$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each)	\$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each)	\$1,000
				<u>Survey Grade</u>	<u>Standard</u>
				Drone (per day)	\$200 \$100
				GPS (per day)	\$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.



TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of the Second Amendment to the Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for design and construction phase services for the Denton Creek Boulevard Bridge project, in the amount of \$121,622.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On May 7, 2018, Town Council approved a professional services agreement (PSA) with Burns and McDonnell Engineering Company for design phase services of the Denton Creek Boulevard Bridge and Water Line project in the amount of \$302,276.80. The design of the bridge is complete.

On September 5, 2018, the Town Manager approved the first amendment to the PSA. The amendment allowed for contractual requirements to be added to the PSA. The updated requirements were a condition of a right of entry agreement with an adjacent property owner. No additional design fee was included in Amendment One.

It was initially anticipated that the Denton Creek Boulevard Bridge would be complete before the final phase of Canyon Falls, allowing the development to connect the road and water lines to the project limits. However, construction of the bridge was delayed and the Canyon Falls Village development, adjacent to the project, road and water line sections are constructed to the subdivision property line, resulting in a roadway and water line gap between the proposed bridge limits and the development limits. The proposed PSA would allow for engineering phase design services for the remaining road and water line sections, as well as construction phase services necessary during and after construction. Tasks 14 and 15 of the attached scope and fee detail work are specific to the proposed amendment. If approved, the Second Amendment to the PSA would increase the contract amount by \$121,622.00, for an updated contract total of \$423,938.80.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$121,622.00

Proposed Expenditure/(Revenue)
\$121,622.00

Account Number(s):
550-119-78032-6070

LEGAL REVIEW: The Town's standard professional service agreement amendment form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. PSA Amendment 2

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
BURNS & MCDONNELL ENGINEERING COMPANY INC.**

This Second Amendment to Professional Services Agreement (“Second Amendment”) is entered into on this 6th day of March, 2023, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “Town”), acting by and through its Mayor, and **BURNS & MCDONNELL ENGINEERING COMPANY INC.**, (“hereinafter referred to as “Consultant”) regarding the following project:

DENTON CREEK BOULEVARD BRIDGE AND WATER LINE

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Denton Creek Boulevard Bridge And Water Line project (“Services”) on or about the 7th day of May, 2018 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

A.

Recitals Incorporated

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Second Amendment, and made a part hereof by reference just as though they are set out in their entirety.

B.

Amendment of Paragraph No. II

From and after the approval of this Second Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-2” entitled “Scope of Services”, as are necessary to complete the Denton Creek Boulevard

Bridge And Water Line (hereafter referred to collectively as the “Project”). Attachment “A-2” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A-2” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this Second Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed four hundred twenty-three thousand nine hundred thirty-eight Dollars and 80/100 (\$423,938.80) as specified in Attachment “B-2”.”

D.

Revisions of the Scope of Services

From and after the approval of this Second Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-2” to the Contract. In case of conflict in the language of Attachment “A-2” and any other provision of the Contract, as amended by this Second Amendment, the terms and conditions of the Contract, as amended by the Second Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this Second Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-2” to the Contract. In case of conflict in the language of Attachment “B-2” and any other provision of the Contract, as amended by this Second Amendment, the terms and conditions of the Contract, as amended by the Second Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the Second Amendment, the terms of the Second Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

BURNS & MCDONNELL ENGINEERING COMPANY INC.

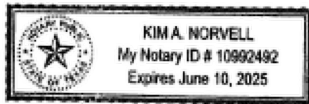
By: 
Name: Andrew Reid
Title: Principal

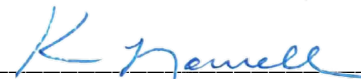
Date Signed: 02/13/2023

State of Texas §
 §
County of Denton §

This instrument was acknowledged before me on the 23rd day of February, 2023, by Andrew Reid, in his capacity as Principal of **BURNS & MCDONNELL ENGINEERING COMPANY INC.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **BURNS & MCDONNELL ENGINEERING COMPANY INC.**,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13TH
DAY OF FEBRUARY 2023.




Notary Public, State of Texas

My Commission Expires:

June 10, 2025

ATTACHMENT A-2**SERVICES TO BE PROVIDED BY THE CONSULTANT****DENTON CREEK BOULEVARD OVER GRAHAM BRANCH
Flower Mound, Texas****GENERAL PROJECT OVERVIEW**

The CONSULTANT (Burns & McDonnell) has entered into a written Prime Agreement with the TOWN (Town of Flower Mound) which provides for the rendering of professional services to design a portion of Denton Creek Boulevard adjacent to the residential developments in Flower Mound, Texas. The work to be performed by the CONSULTANT under this Contract shall consist of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) for a bridge on Denton Creek Boulevard over Graham Branch. All PS&E shall be developed in accordance with Town of Flower Mound design standards in English units and shall be produced on 11" x 17" sheets.

PROJECT DETAILS

- This scope is limited to the design of the bridge structure, which includes approach slabs, foundations, substructure, superstructure, and slope protection under the structure along with the approach pavement east of the bridge for approximately 600 ft. and grading west of the bridge to provide a slope back to existing ground.
- Based on preliminary studies, this scope provides for the design of a 4-lane bridge that is approximately 260 feet in total length using multiple spans. Shoulder and sidewalk (if any) widths will be coordinated with the TOWN and will be incorporated into the bridge design.
- Aesthetic treatments will be limited to staining of the concrete, stone on exposed concrete and an Aesthetic Rail in which the TOWN has used in the past.
- If required, the bridge design will accommodate light poles and electrical conduit using standard details available from the TxDOT.
- It is anticipated that the bridge will need to carry two 12" water lines and a one 8" reuse line.
- The bridge design will accommodate a flat bench under the bridge for an equestrian trail.
- The bridge will be constructed in a single phase.
- The bridge is anticipated to be a typical span bridge with a concrete deck on prestressed concrete girder superstructure. A maximum of three preliminary layouts shall be prepared for consideration by the TOWN.
- Environmental assessment (Cultural Resources, Endangered Species, Hazardous Materials and Jurisdictional Water) shall be performed by the CONSULTANT. It is assumed that there will be no impact to the Jurisdictional Waters of the US.
- This scope assumes that the existing right of way and easements are satisfactory to construct the project. All necessary right-of-way mapping, documentation and acquisition shall be performed by others unless told otherwise in which an addendum is issued.
- The Hydraulic Analysis is based on the acquisition of the Letter of Map Revision (LOMR) previously prepared by others for the Westbridge Drive Bridge over Graham Branch and is under review by Federal Emergency Management Agency (FEMA) for the Denton Creek Boulevard crossing of Graham Branch.

- Bridge plans will reference standard TxDOT Specifications for materials and construction except where Town of Flower Mound design requirements override. Any special specifications required for the bridge design shall be prepared by CONSULTANT for review and approval.
- Design survey including Subsurface Utility Engineering (SUE) documenting existing utilities shall be provided by CONSULTANT.
- Geotechnical services shall be provided by the CONSULTANT. Boring locations necessary for design of the bridge will be in accordance with the TxDOT Geotechnical Manual.

PLANS, SPECIFICATIONS AND ESTIMATES

Task 1 ASSEMBLY AND REVIEW OF DATA

- A. The TOWN shall provide the CONSULTANT all data necessary to perform this scope of services. Data to be provided will include, but not be limited to:
 - 1. Roadway plans
 - 2. Utility plans and documents from appropriate municipalities and utility companies.
 - 3. Graphic files, plans, documents, and other data for existing and proposed improvements along the corridor.
 - 4. This scope assumes that the appropriate base CADD files needed to produce the requested plans will be provided by the TOWN in Microstation or some other compatible format. The proposed fee does not include significant time for the CONSULTANT to develop these base files.
- B. Review data provided and notify CONSULTANT of any additional information needed for completion of services.
- C. Conduct field reconnaissance and collect additional data including a photographic record of notable existing features.
- D. The CONSULTANT shall collect existing FEMA FIS study and FIS Backup Data to support the CLOMR and LOMR reports.

Task 2 ENVIRONMENTAL ASSESSMENT AND PERMITTING

- A. The CONSULTANT shall perform the Cultural Resources Survey in compliance with Section 106 of the National Historic Preservation Act (NHPA).
- B. The CONSULTANT shall perform a Wetland and Waters of the U.S. delineation.
- C. The CONSULTANT shall perform U.S. Army Corps of Engineers Coordination and Permitting.
- D. The CONSULTANT shall perform a Threatened and Endangered Species Habitat Evaluation.
- E. The CONSULTANT shall coordinate with U.S. Fish and Wildlife Services (USFWS) and Texas Parks and Wildlife Division (TPWD).

Task 3 FIELD SURVEYING

- A. All surveying work associated with the bridge design shall be provided by the CONSULTANT.
- B. Terrestrial scan of the bridge substructure and superstructure along with topographic survey of the ground and channel underneath the bridge and 100' north and south of the bridge to be used with the LOMR.
- C. Terrestrial scan of the transmission lines and reports to be used to finalize the TMPA encroachment application.

Task 4 RIGHT OF WAY (ROW)

- A. The CONSULTANT will develop the legal descriptions of the two parcels owned by McCutchin, Ronald Family P/S LTD (parcel 208047 and 208051).

Task 5 ROADWAY AND STORM SEWER DESIGN

- A. The CONSULTANT shall review roadway design and provide bridge structure layout and superstructure depth for finalization of roadway profile to achieve required freeboard above design high water elevation.

Task 6 HYDROLOGIC AND HYDRAULIC STUDIES

- A. The CONSULTANT shall perform the hydrologic and hydraulic studies in accordance with FEMA guidelines.
- B. The CONSULTANT shall prepare a drainage area map, hydrologic data sheet and hydraulic data sheets for the proposed bridge crossing at Graham Branch.

Task 7 MISCELLANEOUS

- A. Specifications and General Notes

The CONSULTANT shall furnish a listing of current general notes, standard specifications, and special specifications that will be used for the project. The applicable general note sheets shall be prepared by the CONSULTANT.

- B. Retaining Wall Plans - None anticipated.

- C. Roadway Illumination and Electrical Plans

1. The TOWN shall provide any illumination and electrical plans required for the project.
2. The CONSULTANT shall accommodate any light poles and related electrical conduit in the bridge design using typical support details available from TxDOT.

- D. Geotechnical Services

1. The CONSULTANT shall provide all subsurface investigation and a geotechnical report for the project in accordance with the procedures and design guidelines in the TxDOT Geotechnical Manual to develop the subsurface investigation program including numbers of borings, estimated boring depths, boring locations, required sampling, and laboratory testing program.
2. The geotechnical report will include:
 - a. Recommendations for design of the bridge foundations.

Task 8 BRIDGE DESIGN

- A. Provide up to three Preliminary Bridge Layouts for review and consideration by the TOWN.
- B. Once a bridge layout is approved, perform final design of the selected alternative as follows:
 1. Provide bridge foundation design. The CONSULTANT shall perform final design of the preferred foundation type based on the geotechnical recommendations.
 2. Provide substructure and superstructure detail design. The CONSULTANT shall perform final, detailed design utilizing a conventional precast, prestressed concrete beam superstructure and conventional reinforced concrete bents with conventional substructures for all.
 3. Produce summary tables of all bridge structure quantities and bearing seat elevations.

4. General guidelines for Structural Design:

- a. The CONSULTANT shall prepare the above-described bridge layout and submit it to the TOWN. The bridge layout shall be in conformance with TxDOT's Bridge Design Manual and Bridge Detailing Manual. No detailed design work is to be performed until the TOWN has given the CONSULTANT written approval of the Preliminary Bridge Layout.
- b. The bridge foundation design shall be in accordance with TxDOT's Geotechnical Manual and Bridge Design Manual.
- c. Structural design shall be performed using the AASHTO LRFD Bridge Design Specifications, Seventh Edition, with the 2017 Interim Revisions.

Task 9 WATER PIPES

- A. The CONSULTANT shall provide design phase services for water pipes associated with the Denton Creek Boulevard Bridge Project. The Design will be for two (2) 12-inch potable water pipes and one (1) 8-inch water reuse pipe to be hanging from the bridge. The pipes will be uninsulated and tied into the existing pipes east of the bridge and capped west of the bridge approach slab limits. The three (3) pipes will be supported under the bridge structure with designed hangers. The length of each pipe will be approximately 600 linear feet. Plans and technical specifications will be provided.

Task 10 PROJECT MANAGEMENT

- A. The CONSULTANT shall prepare monthly invoices for the project including a progress report with an updated design schedule for the work completed in the previous period.
- B. Prepare project correspondence and progress reports and maintain routine project record keeping. A schedule shall be prepared for the design activities and submitted to the TOWN for review. The schedule shall be updated with progress monthly.
- C. The CONSULTANT shall attend meetings over the project duration with the TOWN during the progress of the PS&E Package and provide up to two (2) team members at these meetings as needed. The CONSULTANT will attend the Pre-Bid meeting and issue addenda as needed. A total of five (5) meetings are anticipated.

Task 11 ADDITIONAL SERVICES

Upon receiving authorization and agreement on additional fee, the following additional services can be offered:

- A. Responding to requests for information (RFI's)
- B. Shop Drawing Reviews
- C. Answering general questions and providing clarification which may require job site visits
- D. Other Construction Phase Services
- E. The CONSULTANT shall prepare and submit a LOMR to FEMA based on as-built information. The CONSULTANT shall address FEMA review comments and coordinate with FEMA.

Task 12 DELIVERABLES

A. Plans

The CONSULTANT shall provide the following information at each submittal:

- 1. Preliminary Design Submittal (30%)
 - a. 2 sets of 11" x 17" plan sheets for TOWN review
 - b. Opinion of Probable Construction Costs

2. Pre-Final Review Submittal (90%)
 - a. 2 sets of 11" x 17" plan sheets for TOWN review
 - b. Opinion of Probable Construction Costs
 - c. Marked up General Notes
 - d. Special Specifications
 3. Final Submittal (100%)
 - a. 7 sets of 11" x 17" plan sheets for TOWN review
 - b. Opinion of Probable Construction Costs
 - c. Marked up General Notes
 - d. Special Specifications
 - e. 10 sets of 11"x17" Conformed Plans including all addenda
 - f. 2 sets of 22"x34" Conformed Plans including all addenda
 - g. 1 PDF of Record Drawings prepared from Field Set.
- B. Electronic Copies - The CONSULTANT shall furnish the TOWN with a pdf of the final plans and MicroStation files if requested.
- C. Anticipated Sheet Count:

Sheet Title	Plan Shts
DENTON CREEK BOULEVARD GENERAL DRAWINGS	4
DENTON CREEK BOULEVARD ROADWAY AND STORM SEWER DRAWINGS	22
DENTON CREEK BOULEVARD HYDRAULIC DRAWINGS	2
DENTON CREEK BOULEVARD UTILITY DRAWINGS	5
DENTON CREEK BOULEVARD BRIDGE DRAWINGS	55
DENTON CREEK BOULEVARD ENVIRONMENTAL DRAWINGS	7
TOTALS	95

Task 13 RIGHT OF ENTRY

- A. NASH Canyon Falls, LLC (NASH) required the TOWN to execute a right of entry agreement to access NASH's property. NASH and TOWN executed such Temporary Non-Exclusive Right of Entry Agreement on August 6th, 2018. The Temporary Non-Exclusive Right of Entry Agreement requires any party entering NASH's property on behalf of the TOWN provide an insurance certificate with certain information. In order for CONSULTANT, on behalf of the TOWN, to access NASH's property, the following modifications to the Agreement shall apply when CONSULTANT performs services on NASH's property. The modifications below to the insurance provisions in the Agreement shall end and no longer apply upon completion of CONSULTANT's services on NASH's property, which shall be no later than October 31, 2018:
1. Employer's Liability insurance limits shall be increased as follows: \$500,000 bodily injury by accident (i.e., each accident), \$1,000,000 bodily injury by disease (policy limit), and \$500,000 bodily injury by disease (each employee). Worker's Compensation coverage shall include a waiver of subrogation against the Additional Insureds (as defined in subparagraph ii, below), if allowed by law.
 2. Commercial General Liability insurance shall be modified to include the following entities as additional insureds: NASH Canyon Falls, LLC; NASH CB Holdings, LLC; Newland Real

Estate Group, LLC; and NASH Financing, LLC (the “Additional Insureds”) and shall include a waiver of subrogation against such Additional Insureds.

3. Business automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 and shall include contractual liability coverage. Such policy shall be modified to include the Additional Insureds as additional insured and shall provide for waiver of subrogation against the Additional Insureds.
4. Add the following provision to Article VIII. Insurance of the Agreement: A.5. Umbrella or Excess Liability written on an occurrence form with limits of One Million Dollars (\$1,000,000) per occurrence/annual aggregate in excess of the limits of the commercial general liability and business automobile insurance policies required in by this Agreement.
5. CONSULTANT shall provide NASH Canyon Falls, LLC with a certificate evidencing the required insurance before accessing NASH’S property.

Task 14 ADDITIONAL ROADWAY

A. Roadway and Storm Sewer

1. The CONSULTANT will provide approximately 600 ft. of roadway design east of the structure that will tie-in to the existing pavement. The roadway design will consist of the following:
2. Typical sections, horizontal and vertical alignment data, plan and profile layouts, cross sections and earthwork developed from a 3D model, quantities, striping, SW3P and associated TOWN standards.
3. The CONSULTANT will provide a grading plan west of the bridge so that the embankment slopes down to the existing ground.
4. The CONSULTANT will provide storm sewer design for up to two (2) inlets, one (1) outfall location.

B. Landscaping

1. The CONSULTANT will provide landscaping plans in the median east of the bridge which will consist of grass only.
2. The Consultant will provide Performance Specification Irrigation. The Irrigation will connect to an existing system that is valved, controlled and stubbed out.

C. Water Pipes

1. The CONSULTANT will provide plans to extend the water lines approximately 600ft east to tie into the existing waterlines.

Task 15 CONSTRUCTION PHASE SERVICES

The following additional services will be offered during the construction of the project:

- A. Terrestrial scan of the bridge substructure and superstructure along with topographic survey of the ground and channel underneath the bridge and 100’ north and south of the bridge to be used with the LOMR. Terrestrial scan of the transmission lines and reports to be used to finalize the TMPA encroachment application.
- B. Responding to requests for information (RFI’s)
- C. Shop Drawing Reviews
- D. Answering general questions and providing clarification which may require job site visits.

- E. The CONSULTANT shall prepare and submit a LOMR to FEMA based on as-built information.
The CONSULTANT shall address FEMA review comments and coordinate with FEMA.

ATTACHMENT B-2
LUMP SUM FEE SCHEDULE
PS&E for DENTON CREEK BOULEVARD BRIDGE over GRAHAM BRANCH
FLOWER MOUND, TX
BMcD LABOR

Description of Work or Task		TOTAL COST
Task 1	ASSEMBLY AND REVIEW OF DATA	\$6,800.00
Task 2	ENVIRONMENTAL ASSESSMENT AND PERMITTING	\$36,584.00
Task 3	FIELD SURVEYING	\$9,185.00
Task 4	RIGHT OF WAY (ROW)	\$14,000.00
Task 5	ROADWAY	\$2,736.00
Task 6	HYDROLOGIC AND HYDRAULIC STUDIES	\$45,629.00
Task 7	MISCELLANEOUS	\$37,971.00
Task 8	BRIDGE DESIGN	\$101,976.00
Task 9	WATER PIPES	\$30,504.00
Task 10	PROJECT MANAGEMENT	\$15,944.00
Task 11	ADDITIONAL SERVICES	\$0.00
Task 12	DELIVERABLES	\$947.80
Task 13	RIGHT OF ENTRY	\$0.00
Task 14	ADDITIONAL ROADWAY	\$57,106.00
Task 15	CONSTRUCTION PHASE SERVICES	\$64,556.00
LABOR TOTALS		\$423,938.80



TOWN COUNCIL AGENDA J.9. CONSENT ITEM(S)

DATE: March 6, 2023
FROM: Sabrina Zadow, Purchasing Manager
ITEM: **Consider approval of the award of Request for Bid (RFB) No. 2023-23-A for Work Uniforms to G & G Source dba PMF Uniforms and Just Right Products dba FW Promo for an estimated annual expenditure of \$60,000.00; and authorization for the Mayor to execute same on behalf of the Town. Each contract is for a one-year initial term with four one-year renewal options.**

BACKGROUND: On November 20, 2022, a Request for Bid was issued via ionWave and a notice to bidders was advertised. Two (2) responses were received by the due date of January 11, 2023. The bids were reviewed for compliance with submission requirements and a decision was made to award to G & G Source dba PMF Uniforms and Just Right Products dba FW Promo as this option is in the best interest of the Town.

The Purchasing Division maintains the Town's employee work uniform services. The bids were evaluated by Purchasing staff based on pricing, references, apparel samples, and supplier catalogs. Work Uniforms will be purchased on a non-exclusive, as needed basis only, as determined by the Town and funds are budgeted each fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$60,000.00 annual estimate from various departmental funds

Proposed Expenditure/(Revenue)
\$60,000.00

Account Number(s):
Various Divisions

LEGAL REVIEW: The Town's standard professional service agreement amendment form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Contract -PMF Uniforms
2. Contract-FW Promo

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and G & G Source dba PMF Uniforms ("Contractor"). The Town and Contractor agree:

- 1. EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Work Uniform Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
- 2. SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
- 3. SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
- 4. CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
- 5. COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
- 6. PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
- 7. PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

Town of Flower Mound Contract No. 2023-23-A

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

 X Yes, Others can purchase

 No, only the Town can purchase

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.

Town of Flower Mound Contract No. 2023-23-A

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follows, unless and until the Contractor is otherwise notified:

Sabrina Zadow, Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Debra Hill
Title: Owner
Company: G & G Source dba PMF Uniforms
Address: 2613 Beverly Drive
City, State, Zip: Flower Mound, TX 75022

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

Town of Flower Mound Contract No. 2023-23-A

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: G & G SOURCE DBA PMF UNIFORMS

Signature _____
Debra Hill -- Owner

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____

Town of Flower Mound Contract No. 2023-23-A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental 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.

OFFICE USE ONLY

Date Received

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

O

NA

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.)

Name of local government officer about whom the information 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. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

NA

D

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

NA

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>. 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 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 a contract with the vendor.

Local Government Code § 176.006(a) and Ca-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 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.

**Bid Certification Form
RFB No. 2023-23-A
Work Uniform Services**

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: G and G Source DBA PMF uniforms

Principal Place of Business Address: 2613 Beverly Drive

Principal Place of Business City, State, Zip: Flower Mound, Texas 75022

Principal Place of Business Phone Number: 912.922.5768

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 32019577322

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

[Signature]
Signature

1-2-2023
Date

Debra Hill
Printed Name

Owner
Title

**Attachment B
Vendor Information Form**

VENDOR INFORMATION

Number of employees: Full time 1

Number of employees: Part time: 3

Length of time in business: 6 yrs

Physical location of business (full address, including city, state & zip code):

2413 Beverly Drive
Flower Mound, Tx 75022

Vendor Contact Information:

Company Representative: Debra Hill

Company Telephone Number (including are code): 972.922.5768

Emergency Telephone Number (including are code): 972.922.5768

SUBCONTRACTOR INFORMATION

Vendors must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.**

Name: _____

Type of Work: _____

Amount: _____

Portion of work by bidder: _____ %

Portion of work by sub-contractor: _____ %

G and G Source DBA: PMF Uniforms

Addendums No 1

- 1) Items will be delivered within 14 working day if the item is in stock. All items available on a local basis which do not require additional steps such as embroidery or silkscreen will be deliver with in 7 days so long the item is not on backorder from the factory.
- 2) All items quoted are at a minimum Gross Margin and will be guaranteed so long as there is no price increase from Manufacturer. Given our Inflationary environment there is a possibility for price increase and should that occur a letter from the manufacturer shall be provided as substantiation and the increase shall be passed along on a straight percentage basis with 60 Day notice.
- 3) Catalogs are provided where available. However, most manufactories are no longer printing catalogs. They refer you to their online website.

References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: City of Lewisville STREETS
Contact Name: MALCOM TEIXEIRA
Address: 1100 N. KEAY AVE
LEWISVILLE TEXAS 75057
Phone: 972.219.3512 Cel. 214.673.2746
Fax: _____
Effective Dates: 2019
Description of Services: _____

SUPPLY UNIFORMS

Company Name: City of Lewisville Park and Recreation
Contact Name: Deborah Karr
Address: 401 Valley Ridge
LEWISVILLE TX 75067
Phone: 469.635.5256
Fax: _____
Effective Dates: 2019
Description of Services: _____

SUPPLY UNIFORMS

Company Name: UNIVERSITY PARK FIRE DEPT.
Contact Name: Phyllis Mahan
Address: 3800 UNIVERSITY BLVD
UNIVERSITY PARK, TEXAS 75205
Phone: 214.987.5380
Fax: 2
Effective Dates: 2019
Description of Services: _____

SUPPLY UNIFORMS - UNDER CONTRACT

Pricing Worksheet

Line Item	Item Description	Manufacturer Catalogue	Item No.	% Discount	(Qty)
Group A: Uniform Shirts					
1A	T-Shirt, Men: Short Sleeve, Pocket	HANES	5590	35%	12.35
1B	T-Shirt, Men: Short Sleeve, No Pocket				
1C	T-Shirt, Women: Short Sleeve, Pocket	HANES	5590	35%	12.35
1D	T-Shirt, Women: Short Sleeve, No Pocket				
2A	Polyester Shirt, Men: Short Sleeve, Pocket	Port Auth	K525	35%	25.36
2B	Polyester Shirt, Men: Short Sleeve, No Pocket				
2C	Polyester Shirt, Men: Long Sleeve, Pocket				
2D	Polyester Shirt, Men: Long Sleeve, No Pocket	Red Kap	SK6L	30%	25.30
2E	Polyester Shirt, Women: Short Sleeve, Pocket	Port Auth	L525	35%	24.36
2F	Polyester Shirt, Women: Short Sleeve, No Pocket				
2G	Polyester Shirt, Women: Long Sleeve, Pocket				
2H	Polyester Shirt, Women: Long Sleeve, No Pocket	Red Kap	SK7L	30%	25.30
3A	Knit Shirt, Men: Short Sleeve, Pocket	HANES	054	35%	14.67
3B	Knit Shirt, Men: Short Sleeve, No Pocket				
3C	Knit Shirt, Men: Long Sleeve, Pocket				
3D	Knit Shirt, Men: Long Sleeve, No Pocket	Port Auth	K455LS	35%	25.30
3E	Knit Shirt, Women: Short Sleeve, Pocket	HANES	054	35%	14.67
3F	Knit Shirt, Women: Short Sleeve, No Pocket				
3G	Knit Shirt, Women: Long Sleeve, Pocket				
3H	Knit Shirt, Women: Long Sleeve, No Pocket	Port Auth	K455LS	35%	25.30
4A	Industrial Poplin Shirt, Men: Short Sleeve, Pocket(s)	Port Auth	5508	35%	24.4
4B	Industrial Poplin Shirt, Men: Short Sleeve, No Pocket				
4C	Industrial Poplin Shirt, Men: Long Sleeve, Pocket(s)	Port Auth	5608	35%	24.4
4D	Industrial Poplin Shirt, Men: Long Sleeve, No Pocket				

Items will be delivered within 14 working day if the item is in stock. All items available on a local basis which do not require additional steps such as embroidery or silkscreen will be deliver within 7 days so long the item is not on backorder from the factory.

Line Item	Item Description	Manufacturer Catalogue	Item No.	% Discount	Price (Qty of 1 each)
Group A: Uniform Shirts (continued)					
4E	Industrial Poplin Shirt, Women: Short Sleeve, Pocket(s)				
4F	Industrial Poplin Shirt, Women: Short Sleeve, No Pocket	Port Auth	L508	35%	22.13
4G	Industrial Poplin Shirt, Women: Long Sleeve, Pocket(s)				
4H	Industrial Poplin Shirt, Women: Long Sleeve, No Pocket	Port Auth	L608	35%	24.11
5A	Executive Shirt, Men: Short Sleeve, Pocket	Port Auth	S659	35%	28.24
5B	Executive Shirt, Men: Short Sleeve, No Pocket				
5C	Executive Shirt, Men: Long Sleeve, Pocket	Port Auth	S658	35%	25.49
5D	Executive Shirt, Women: Long Sleeve, No Pocket	Port Auth	S661	35%	25.49
5E	Executive Shirt, Women: Short Sleeve, Pocket	Port Auth	L659	35%	28.24
5F	Executive Shirt, Women: Short Sleeve, No Pocket				
5G	Executive Shirt, Women: Long Sleeve, Pocket				
5H	Executive Shirt, Women: Long Sleeve, No Pocket	Port Auth	L658	35%	27.24
6A	Denim Shirt, Men: Short Sleeve, Pocket	Port Auth	SP11	35%	22.87
6B	Denim Shirt, Men: Short Sleeve, No Pocket				
6C	Denim Shirt, Men: Long Sleeve, Pocket	Port Auth	SP10	35%	24.24
6D	Denim Shirt, Men: Long Sleeve, No Pocket				
6E	Denim Shirt, Women: Short Sleeve, Pocket				
6F	Denim Shirt, Women: Short Sleeve, No Pocket	Port Auth	LSP11	35%	21.49
6G	Denim Shirt, Women: Long Sleeve, Pocket				
6H	Denim Shirt, Women: Long Sleeve, No Pocket	Port Auth	LSP16	35%	22.87
FEE	Upcharge Men: Sizes Above 3x 4x (state size)	Port Auth	S659	35%	33.76
FEE	Upcharge Women: Sizes Above _____ (state size)				
CAT	Catalogue: All other uniform shirts not specifically listed	Lands' End			
CAT	Catalogue: All other uniform shirts not specifically listed	Port Authority			
CAT	Catalogue: All other uniform shirts not specifically listed				
CAT	Catalogue: All other uniform shirts not specifically listed				
CAT	Catalogue: All other uniform shirts not specifically listed				
CAT	Catalogue: All other uniform shirts not specifically listed				
CAT	Catalogue: All other uniform shirts not specifically listed				

Line Item	Item Description	Manufacturer Catalogue	Item No.	% Discount	Price (Qty of 1 ea)
Group B: Uniform Pants					
1A	Poly/Cotton Slacks, Men	Red Kap	PT10	40%	26.72
1B	Poly/Cotton Slacks, Women	Red Kap	PT21	40%	24.93
2A	Jeans, Men: Wrangler Hero Relaxed Fit	Wrangler	85900DW	30%	28.24
	Jeans, Men: Wrangler 13MWZ	Wrangler	13MWZ	30%	29.91
	Jeans, Men: Wrangler Cowboy Cut Relaxed Fit Big Jeans	Wrangler	31MWZBK	30%	35.21
	Jeans, Men: Cinch Blue Label <i>Carpenter Jean</i>	Wrangler	3W020AT	30%	31.38
	Jeans, Men: Levi's Original Cowboy Cut Rigid 560	Levi	00550	5%	49.99
	Jeans, Men: Pre-washed Denim	Levi	00550	5%	49.99
	Jeans, Men: Pre-washed Denim				
2B	Jeans, Women: Wrangler 31MWZDM, Relaxed Fit	Wrangler	09MWZHK	30%	40.28
	Jeans, Women: Wrangler 31MWZDM, Regular Fit				
	Jeans, Women: Wrangler 31MWZDM, Slim Fit	Wrangler	112315294	30%	34.48
	Jeans, Women: Pre-washed Denim		112317228	30%	34.48
	Jeans, Women: Pre-washed Denim				
	Jeans, Women: Pre-washed Denim				
3A	Khaki Pants, Men: Wrinkle Free (No Iron)	Red Kap	PT38	40%	31.49
3B	Khaki Pants, Men: Pleated, Relaxed Fit	Red Kap	PT38	40%	31.49
3C	Khaki Pants, Women: Smoothing <i>No Smoothing</i>	Dickies	FP774	40%	24.40
4A	Cargo Shorts, Men	Red Kap	PT66	40%	24.12
4B	Cargo Shorts, Women	Red Kap	PT67	40%	24.12
FEE	Upcharge Men: Sizes Above _____ (state size)				
FEE	Upcharge Women: Sizes Above _____ (state size)				
CAT	Catalogue: All other uniform pants not specifically listed	Lands' End			
CAT	Catalogue: All other uniform pants not specifically listed	Port Authority			
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				

Group C: Outerwear

1	Hooded Sweatshirt, Unisex	HANES	P170	35%	26.93
2	Reflective Sweatshirt, Unisex: Hi-Visibility Two-Tone	RRI	53010	30%	42.93
3	Hooded Jacket, Unisex	Carhartt	J140	20%	93.09
4	Fleece Lined Jacket, Unisex	WearGuard	401	40%	58.28
5A	Quilted Flannel Lined Jacket, Men	Carhartt	J140	20%	93.09
5B	Quilted Flannel Lined Jacket, Women	Carhartt	CT104053	20%	93.09
6	Reflective Jacket, Unisex: Hi-Visibility Two-Tone	R.R.I.	J303	30%	71.53
7	Reflective Rain Jacket, Unisex: Hi-Visibility Two-Tone	RRI	JE3221	30%	41.75
8	Insulated Bib Overall	Carhartt	CH104393	20%	128.62
9	Insulated Coverall	Berne	3472	10%	138.62
10	Brushed Twill Cap	LUNA	BB460	10%	14.98
FEE	Upcharge Unisex: Sizes Above _____ (state size)				
CAT	Catalogue: All other outerwear not specifically listed				
CAT	Catalogue: All other outerwear not specifically listed				
CAT	Catalogue: All other outerwear not specifically listed				
CAT	Catalogue: All other outerwear not specifically listed				
CAT	Catalogue: All other outerwear not specifically listed				

Additional Fees: Any additional fees must be listed in this section in order to be considered

FEE	Fee: Non-Standard Uniform Samples				0
FEE	Fee: Restocking				0
FEE					
FEE					
FEE					
FEE					
FEE					
FEE					

Delivery Days after receipt of order

day

Group A

Lines

1A thru 4D



Authentic 100% Cotton T-Shirt with Pocket. 5590



- 6-ounce, 100% cotton /LI>
- 99/1 cotton/poly (Ash)
- 90/10 cotton/poly (Light Steel)
- Tear-away label
- Set-in 1x1 rib crewneck
- Self-fabric neck tape for comfort/LI>
- Quarter-turned body
- 5-point left chest pocket
- Double-needle sleeves and hem

Please note: This product is transitioning from tag-free labels to tear-away labels and orders may contain a combination of both.

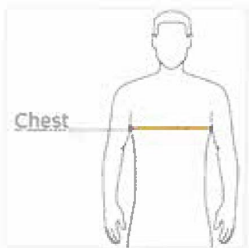


front



back

HOW TO MEASURE



CHEST WIDTH
Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

SIZE CHART

	S	M	L	XL	2XL	3XL
Chest	34-36	38-40	42-44	46-48	50-52	54-56

COLOR INFORMATION



Ash
PMS COOL GRAY
7C



Black
PMS BLACK 6C



Deep Forest
PMS 5535C



Deep Red
PMS 207C



Deep Royal
PMS 662C



Gold
PMS 137C



Light Steel
PMS 656C



Navy
PMS 289C



Orange
PMS 172C



Smoke Grey
PMS COOL GRAY
11C



White

*Not all sizes are available in every color.

PORT AUTHORITY.**Port Authority® Dry Zone® Ottoman Polo. K525**

Colorfast and snag-resistant, these durable shirts feature Dry Zone moisture-wicking technology to perform at any corporate event.

- 5.3-ounce, 100% polyester
- Snag-resistant
- Flat knit collar
- 2-button placket
- Dyed-to-match buttons
- Raglan sleeves
- Open hem sleeves with rib knit inset
- Side vents

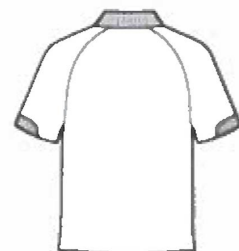
**Due to the nature of performance fabrics, special care must be taken when printing and drying.*

CARE INSTRUCTIONS

Machine Wash Cold, Wash With Like Colors,
Do Not Bleach, Tumble Dry Low, Cool Iron If
Necessary.

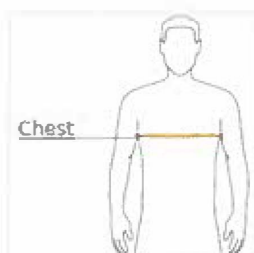


front



back

[Tips For Effectively Screen Printing Polyester Fabrics](#)

HOW TO MEASURE**CHEST WIDTH**

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57	58-60	61-65

COLOR INFORMATION

Black
PMS NTR BLACK C



Blue Lake
PMS 2143C



Dark Green
PMS 627C



Engine Red
PMS 200C



Iron Grey



Navy
PMS 532C

SK 7L / SK 67

MEN'S POLYESTER LONG SLEEVE PERFORMANCE KNIT® POLO

Lightweight but extra durable

- Advanced moisture wicking keeps you cool under pressure while superior color retention keeps you looking sharp all day long
- Straight hem looks professional when tucked in or left out
- Long sleeves with knit cuffs stay in place when reaching or stretching

DETAILS

- Fabric

4.5 oz.

Blend

100% Polyester

Care

INDUSTRIAL LAUNDRY - HEAVY SOIL

INDUSTRIAL LAUNDRY - LIGHT SOIL



[View PDF](#) [Print](#) [Email](#)

PORT AUTHORITY.

Port Authority® Ladies Dry Zone® Ottoman Polo.
L525



Colorfast and snag-resistant, these durable shirts feature Dry Zone moisture-wicking technology to perform at any corporate event.

- 5.3-ounce, 100% polyester
- Snag-resistant
- Flat knit collar
- 4-button elongated placket
- Dyed-to-match buttons
- Open hem sleeves with rib knit inset
- Side vents

**Due to the nature of performance fabrics, special care must be taken when printing and drying.*

CARE INSTRUCTIONS

Machine Wash Cold, Wash With Like Colors, Do Not Bleach, Tumble Dry Low, Cool Iron If Necessary.



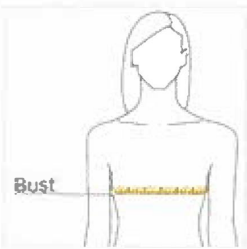
front



back

[Tips For Effectively Screen Printing Polyester Fabrics](#)

HOW TO MEASURE



BUST

Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

SIZE CHART

	S	M	XS	XXL	3XL	4XL	L	XL
Size	4/6	8/10	2	20/22	24/26	28/30	12/14	16/18
Bust	35-36	37-38	32-34	45-47	48-51	52-55	39-41	42-44

COLOR INFORMATION



Black
PMS NTR BLACK C



Navy
PMS 532C



Royal
PMS 7687C

[View PDF Print Email](#)

5.2-Ounce Jersey Knit Sport Shirt. 054X



- 5.2-ounce, 50/50 cotton/poly
- Made with up to 5% recycled polyester
- Tear-away label
- Well collar and cuffs
- 2-button placket
- Pearlized buttons
- Double-needle hem
- Please note. This product is transitioning from tag-free labels to tear-away labels. Your order may contain a combination of both.

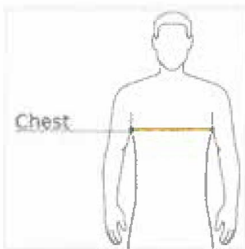


front



back

HOW TO MEASURE



CHEST WIDTH

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

SIZE CHART

	S	M	L	XL	2XL	3XL
Chest	34-36	38-40	42-44	46-48	50-52	54-56

COLOR INFORMATION



Black
PMS BLACK 6C



Deep Forest
PMS 5535C



Deep Red
PMS 207C



Deep Royal
PMS 682C



Light Steel
PMS 656C



Maroon
PMS 504C



Navy
PMS 289C



Purple
PMS 2685C

White

*Not all sizes are available in every color.

Port Authority® Rapid Dry™ Long Sleeve Polo. K455LS



front

back

A top performer when you need to stay cool and comfortable! This soft, breathable baby pique polo has our exclusive Rapid Dry™ moisture management technology. The unique knit wicks moisture away from the body to the shirt's surface where it quickly disperses and evaporates.

- 5.6-ounce, 60/40 cotton/poly
- Double-needle stitching throughout
- Flat knit collar
- 3-button placket
- Pearlized buttons
- Flat knit cuffs
- Side vents

CARE INSTRUCTIONS

Machine Wash Cold, Inside Out With Like Colors. Do Not Bleach. Tumble Dry Low. Warm Iron, If Necessary.

[View PDF Print Email](#)**PORT AUTHORITY.****Port Authority® Short Sleeve Easy Care Shirt.
S508**

This comfortable wash-and-wear shirt is indispensable for the workday. Wrinkle resistance makes this shirt a cut above the competition so you and your staff can be, too.

- 4.5-ounce 55/45 cotton/poly
- Button-down collar
- Dyed-to-match buttons
- Left chest pocket
- Back box pleat
- White, Athletic Gold, Texas Orange, Red, Burgundy, Coffee Bean, Light Blue, Navy, Classic Navy, Steel Grey, Purple and Black have a Light Stone contrast neckband.
- Light Stone and Royal have a Classic Navy contrast neckband.
- Dark Green has a Navy contrast neckband.

CARE INSTRUCTIONS

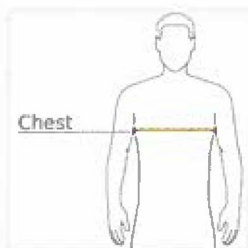
Machine wash warm with like colors. Do not bleach. Tumble dry low. Warm iron if necessary.



front



back

HOW TO MEASURE**CHEST WIDTH**

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57	58-60	61-63
Neck	16 1/2	16 1/2	17	17 1/2	18 1/2	19 1/4	20	20 3/4	21 1/2	22 1/4

COLOR INFORMATION

Athletic Gold/ Light Stone



Black/ Light Stone

Bright Lavender
PMS 2635C

Burgundy/ Light Stone

Classic Navy/ Light Stone
PMS 433cClover Green
PMS 7763CCourt Green
PMS 7724C

Dark Green/ Navy



Light Blue/ Light Stone



Light Stone/ Classic Navy

Maui Blue
PMS 2200CMediterranean Blue
PMS 2118C

Navy/ Light Stone



Purple/ Light Stone

Red/ Light Stone
PMS 187C

Royal/ Classic Navy



Steel Grey/ Light Stone

Stone
PMS 467CStrong Blue
PMS 2133CTeal Green
PMS 7715C

Texas Orange/ Light Stone

Ultramarine Blue
PMS 7455C

White/ Light Stone

Yellow
PMS 7401C

[View PDF](#) [Print](#) [Email](#)**PORT AUTHORITY.****Port Authority® Long Sleeve Easy Care Shirt.
S608/S608ES**

This comfortable wash-and-wear shirt is indispensable for the workday. Wrinkle resistance makes this shirt a cut above the competition so you and your staff can be, too.

- 4.5-ounce, 55/45 cotton/poly
- Button-down collar
- Dyed-to-match buttons
- Left chest pocket
- Back box pleat
- Rounded adjustable cuffs
- White, Athletic Gold, Texas Orange, Red, Burgundy, Coffee Bean, Light Blue, Navy, Classic Navy, Steel Grey, Purple and Black have a Light Stone contrast neckband.
- Light Stone and Royal have a Classic Navy contrast neckband.
- Dark Green has a Navy contrast neckband.



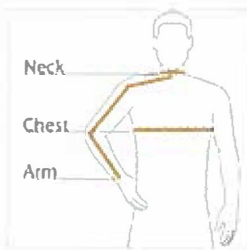
front



back

CARE INSTRUCTIONS

Machine wash warm with like colors. Only non-chlorine bleach when needed. Tumble dry low. Warm iron if necessary.

HOW TO MEASURE**CHEST WIDTH**

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

NECK

Measure around the fullest part of the neck at the base.

ARM

Place hand on hip. Start at the center of the back of the neck and measure across the shoulder, to the elbow, and then down to the wrist.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57	58-60	61-63
Neck	14 1/2 - 15	15 - 15 1/2	15 1/2 - 16	16 - 16 1/2	16 1/2 - 17	17 - 17 1/2	17 1/2 - 18	18 - 18 1/2	18 1/2 - 19	19 - 19 1/2
Arm	30 1/2	32	34	35	36 1/2	37 1/2	38 1/2	39 1/2	40 1/2	41 1/2

COLOR INFORMATIONAthletic Gold/ Light Stone
PMS 137CBlack/ Light Stone
PMS NTR BLACK CBright Lavender
PMS 2635CBurgundy/ Light Stone
PMS 7428CClassic Navy/ Light Stone
PMS 433CClover Green
PMS 7763CCourt Green
PMS 7724CDark Green/ Navy
PMS 5467CLight Blue/ Light Stone
PMS 7451CLight Pink
PMS 196CLight Stone/ Classic Navy
PMS 9202CMaui Blue
PMS 2200CMediterranean Blue
PMS 2118CNavy/ Light Stone
PMS 533CPurple/ Light Stone
PMS 7679CRed/ Light Stone
PMS 187CRoyal/ Classic Navy
PMS 7687CSteel Grey/ Light Stone
PMS 7540CStone
PMS 467 CStrong Blue
PMS 2133CTeal Green
PMS 7715CTexas Orange/ Light Stone
PMS 7584CUltramarine Blue
PMS 7455C

White/ Light Stone

Yellow
PMS 7401C

Group A

Lines

4E thru 6H

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PORT AUTHORITY.

Port Authority® Ladies Short Sleeve Easy Care Shirt. L508



This comfortable wash-and-wear shirt is indispensable for the workday. Wrinkle resistance makes this shirt a cut above the competition so you and your staff can be, too.

- 4.5-ounce, 55/45 cotton/poly
- Traditional, relaxed look
- Open collar
- Dyed-to-match buttons
- White, Athletic Gold, Texas Orange, Red, Burgundy, Coffee Bean, Light Blue, Navy, Classic Navy, Steel Grey, Purple and Black have a Light Stone contrast neckband.
- Light Stone and Royal have a Classic Navy contrast neckband.
- Dark Green has a Navy contrast neckband.

CARE INSTRUCTIONS

Machine wash warm with like colors. Only non chlorine bleach when needed. Tumble dry low. Warm iron if necessary.

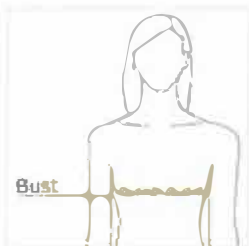


front



back

HOW TO MEASURE



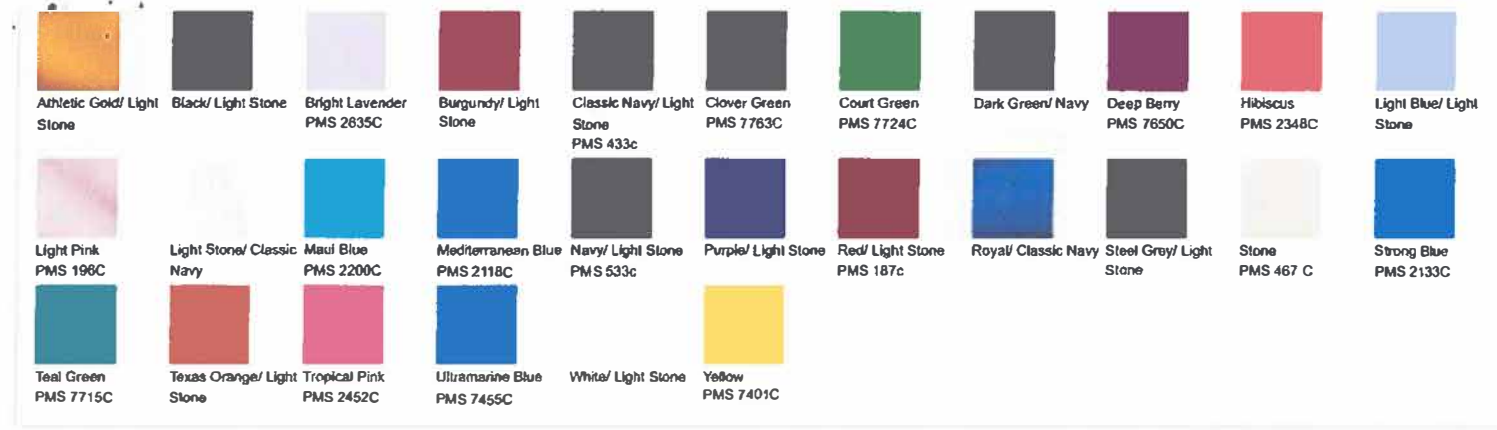
BUST

Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

SIZE CHART

	XS	S	M	L	XL	XXL	3XL	4XL	5XL	6XL
Size	2	4/6	8/10	12/14	18/18	20/22	24/26	28/30	32/34	36/38
Bust	32-34	35-36	37-38	39-41	42-44	45-47	48-51	52-55	56-59	60-63

COLOR INFORMATION



[View PDF](#) [Print](#) [Email](#)

PORT AUTHORITY.

Port Authority® Ladies Long Sleeve Easy Care
Shirt. L608

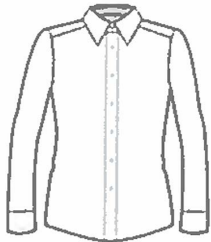


This comfortable wash-and-wear shirt is indispensable for the workday. Wrinkle resistance makes this shirt a cut above the competition so you and your staff can be, too.

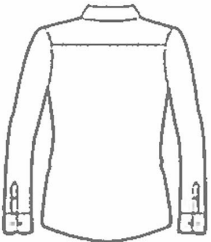
- 4.5-ounce, 55/45 cotton/poly
- Traditional, relaxed look
- Open collar
- Dyed-to-match buttons
- Adjustable cuffs
- White, Athletic Gold, Texas Orange, Red, Burgundy, Coffee Bean, Light Blue, Navy, Classic Navy, Steel Grey. Purple and Black have a Light Stone contrast neckband.
- Light Stone and Royal have a Classic Navy contrast neckband.
- Dark Green has a Navy contrast neckband.

CARE INSTRUCTIONS

Machine wash warm with like colors. Only non-chlorine bleach when needed. Tumble dry low. Warm iron if necessary.

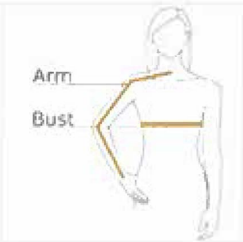


front



back

HOW TO MEASURE



BUST

Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

ARM

Place hand on hip. Start at the center of the back of the neck and measure across the shoulder, to the elbow, and then down to the wrist.

SIZE CHART

	XS	S	M	L	XL	XXL	3XL	4XL	5XL	6XL
Size	2	4/6	8/10	12/14	16/18	20/22	24/26	28/30	32/34	36/38
Bust	32-34	35-36	37-38	39-41	42-44	45-47	48-51	52-55	56-59	60-63
Arm	30-30 3/4	30 3/4-31 1/2	31 1/2-32	32-32 1/2	32 1/2 - 33	33-33 3/8	33 3/8-33 3/4	33 3/4-34 1/2	34 1/4-34 3/4	34 1/2-35

COLOR INFORMATION

										
Athletic Gold/ Light Stone PMS 137C	Black/ Light Stone PMS NTR BLACK C	Bright Lavender PMS 2635C	Burgundy/ Light Stone PMS 7428C	Classic Navy/ Light Stone PMS 433C	Clover Green PMS 7763C	Court Green PMS 7724C	Dark Green/ Navy PMS 5467C	Deep Berry PMS 7650C	Hibiscus PMS 2348C	Light Blue/ Light Stone
										
Light Pink PMS 196C	Light Stone/ Classic Navy	Maui Blue PMS 2200C	Mediterranean Blue PMS 2118C	Navy/ Light Stone PMS 533c	Purple/ Light Stone	Red/ Light Stone PMS 187C	Royal/ Classic Navy PMS 7687 C	Steel Grey/ Light Stone PMS 7540C	Stone PMS NO MATCH	Strong Blue PMS 2133C
										
Teal Green PMS 7715C	Texas Orange/ Light Stone	Tropical Pink PMS 2452C	Ultramarine Blue PMS 7455C	White/ Light Stone PMS 9202C	Yellow PMS 7401C					

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PORT AUTHORITY.

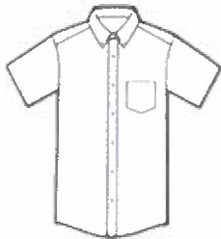
Port Authority® Short Sleeve SuperPro™ Oxford Shirt. S659



Look your best in a tried-and-true oxford that performs. Proven in independent lab tests to resist and release stains, our SuperPro Oxford has a soft hand and a wrinkle-free finish to keep you looking neat and professional all day long.

- 4.6-ounce, 60/40 cotton/poly
- Back yoke with knife pleats
- Pearlized buttons
- Button-down collar
- Left chest pocket

CARE INSTRUCTIONS
Machine wash cold with like colors, only non-chlorine bleach when needed. Tumble dry low. Warm iron if needed.

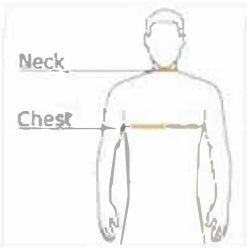


front



back

HOW TO MEASURE



CHEST WIDTH
Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

NECK
Measure around the fullest part of the neck at the base.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57
Neck	17	17	17 1/2	18	19	19 3/4	20 1/2	21 1/4

COLOR INFORMATION



Black
PMS NTR BLACK C



Navy
PMS 3581C



Oxford Blue
PMS 3506C

White

[View PDF](#) [Print](#) [Email](#)

PORT AUTHORITY.

Port Authority® SuperPro™ Oxford Shirt. S658



Look your best in a tried-and-true oxford that performs. Proven in independent lab tests to resist and release stains, our SuperPro Oxford has a soft hand and a wrinkle-free finish to keep you looking neat and professional all day long.

- 4.6-ounce, 60/40 cotton/poly
- Back shoulder pleats
- Pearlized buttons
- Button-down collar
- Left chest pocket
- Rounded adjustable cuffs

CARE INSTRUCTIONS

Machine wash cold with like colors, only non-chlorine bleach when needed. Tumble dry low. Warm iron if needed.

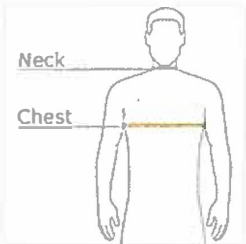


front



back

HOW TO MEASURE



CHEST WIDTH

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

NECK

Measure around the fullest part of the neck at the base.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57
Neck	17	17	17 1/4	18	19	19 3/4	20 1/2	21 1/4

COLOR INFORMATION



Black
PMS NTR BLACK C



Green
PMS 7731C



Gusty Grey



Navy
PMS 3581C



Oxford Blue
PMS 3506C



Soft Purple
PMS 520C

White

[View PDF](#) [Print](#) [Email](#)**PORT AUTHORITY.****Port Authority® Slim Fit SuperPro™ Oxford Shirt.
S661**

Look your best in a tried-and-true oxford that performs. Designed to resist and release stains, our SuperPro Oxford has a soft hand and a wrinkle-free finish to keep you looking neat and professional all day long.

- 4.6-ounce, 60/40 cotton/poly
- For those who prefer a slim (but not tight) fit that sits closer to the body
- Back shoulder pleats
- Pearlized buttons
- Open collar
- Rounded adjustable cuffs

CARE INSTRUCTIONS

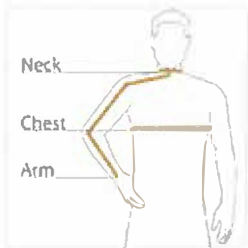
Machine wash cold with like colors, only non-chlorine bleach when needed, tumble dry low, low iron if needed.



front



back

HOW TO MEASURE**CHEST WIDTH**

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

NECK

Measure around the fullest part of the neck at the base.

ARM

Place hand on hip. Start at the center of the back of the neck and measure across the shoulder, to the elbow, and then down to the wrist.

SIZE CHART

	XS	S	M	L	XL	2XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49
Neck	16 3/8	16 3/8	16 7/8	17 3/8	18 3/8	19 1/8
Arm	30 1/2	32	34	35	36 1/2	37 1/2

COLOR INFORMATION

Black
PMS NTR BLACK C



Oxford Blue
PMS 3508C

White
PMS WHITE

[View PDF](#) [Print Email](#)**PORT AUTHORITY****Port Authority® Ladies Short Sleeve SuperPro™
Oxford Shirt. L659**

Look your best in a tried-and-true oxford that performs. Proven in independent lab tests to resist and release stains, our SuperPro Oxford has a soft hand and a wrinkle-free finish to keep you looking neat and professional all day long.

- 4.6-ounce, 60/40 cotton/poly
- Open collar
- Bust darts
- Back shoulder pleats
- Pearlized buttons
- Left chest pocket
- Two-button cuffs

CARE INSTRUCTIONS

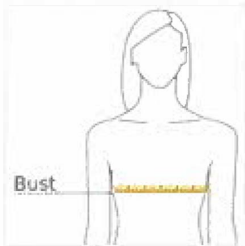
Machine wash cold with like colors, only non-chlorine bleach when needed. Tumble dry low. Warm iron if needed.



front



back

HOW TO MEASURE**BUST**

Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

SIZE CHART

	M	L	XL	XXL	3XL	4XL	XS	S
Size	8/10	12/14	16/18	20/22	24/26	28/30	2	4/6
Bust	37-38	39-41	42-44	45-47	48-51	52-55	32-34	35-36

COLOR INFORMATION

Black
PMS NTR BLACK C



Navy
PMS 3581C



Oxford Blue
PMS 3506C

White

[View PDF](#) [Print](#) [Email](#)

PORT AUTHORITY.

Port Authority® Ladies SuperPro™ Oxford Shirt.
L658

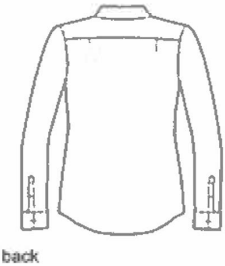
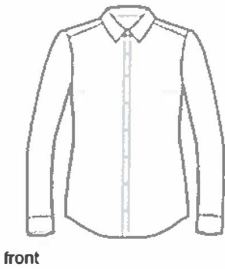


Look your best in a tried-and-true oxford that performs. Proven in independent lab tests to resist and release stains, our SuperPro Oxford has a soft hand and a wrinkle-free finish to keep you looking neat and professional all day long.

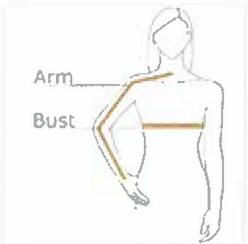
- 4.6-ounce, 60/40 cotton/poly
- Open collar
- Bust darts
- Back shoulder pleats
- Pearlized buttons
- Rounded adjustable cuffs

CARE INSTRUCTIONS

Machine wash cold with like colors. Only non-chlorine bleach when needed. Tumble dry low. Warm iron if needed.



HOW TO MEASURE



BUST
Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

ARM
Place hand on hip. Start at the center of the back of the neck and measure across the shoulder, to the elbow, and then down to the wrist.

SIZE CHART

	XS	S	M	L	XL	XXL	3XL	4XL
Size	2	4/6	8/10	12/14	16/18	20/22	24/26	28/30
Bust	32-34	35-36	37-38	39-41	42-44	45-47	48-51	52-55
Arm	30-30 3/4	30 3/4-31 1/2	31 1/2-32	32-32 1/2	32 1/2-33	33-33 3/8	33 3/8-33 3/4	33 3/4-34 1/2

COLOR INFORMATION



Black
PMS NTR BLACK C



Green
PMS 7731C



Navy
PMS 3581C



Oxford Blue
PMS 3506C



Soft Purple
PMS 520C

White

[View PDF](#) [Print](#) [Email](#)



Ladies Short Sleeve Value Denim Shirt. LSP11



With sturdy construction, a generous cut and soft garment washing, our Value Denim shirt won't stretch your budget.

- 6.5-ounce, 100% cotton
- Double-needle stitching throughout
- Traditional, relaxed look
- Open collar
- Horn-tone buttons
- Due to special finishing process, colors may vary.

CARE INSTRUCTIONS

Machine wash cold with like colors. Do not bleach. Tumble dry low. Warm iron if necessary.

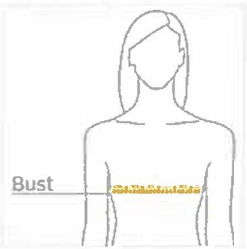


front



back

HOW TO MEASURE



BUST
Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

SIZE CHART

	XS	XXL	3XL	4XL	S	M	L	XL
Size	2	20/22	24/26	28/30	4/6	8/10	12/14	16/18
Bust	32-34	45-47	48-51	52-55	35-38	37-38	39-41	42-44

COLOR INFORMATION



Faded Blue*



Ink Blue*

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Long Sleeve Value Denim Shirt. SP10



With sturdy construction, a generous cut and soft garment washing, our Value Denim Shirt won't stretch your budget.

- 6.5-ounce, 100% cotton
- Double-needle stitching throughout
- Button-down collar
- Horn-tone buttons
- Left chest pocket
- Rounded adjustable cuffs
- Due to special finishing process, colors may vary.

CARE INSTRUCTIONS

Machine wash cold with like colors. Do not bleach. Tumble dry low. Warm iron if necessary.

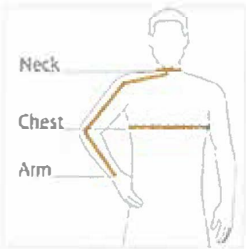


front



back

HOW TO MEASURE



CHEST WIDTH

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

NECK

Measure around the fullest part of the neck at the base.

ARM

Place hand on hip. Start at the center of the back of the neck and measure across the shoulder, to the elbow, and then down to the wrist.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57	58-60	61-63
Neck	14 1/2 - 15	15 - 15 1/2	15 1/2 - 16	16 - 16 1/2	16 1/2 - 17	17 - 17 1/2	17 1/2 - 18	18 - 18 1/2	18 1/2 - 19	19 - 19 1/2
Arm	30 1/2	32	34	35	36 1/2	37 1/2	38 1/2	39 1/2	40 1/2	41 1/2

COLOR INFORMATION



Faded Blue*



Ink Blue*

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Ladies Long Sleeve Value Denim Shirt. LSP10

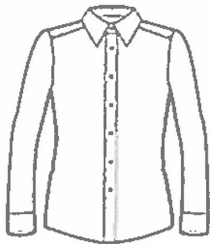


With sturdy construction, a generous cut and soft garment washing, our Value Denim shirt won't stretch your budget.

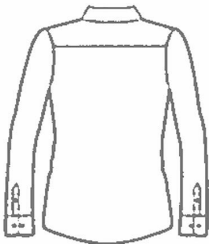
- 6.5-ounce, 100% cotton
- Double-needle stitching throughout
- Traditional, relaxed look
- Open collar
- Horn-tone buttons
- Rounded adjustable cuffs
- Due to special finishing process, colors may vary.

CARE INSTRUCTIONS

Machine wash cold with like colors. Do not bleach. Tumble dry low. Warm iron if necessary.

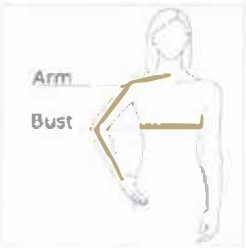


front



back

HOW TO MEASURE



BUST

Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

ARM

Place hand on hip. Start at the center of the back of the neck and measure across the shoulder, to the elbow, and then down to the wrist.

SIZE CHART

	XS	S	M	L	XL	XXL	3XL	4XL
Size	2	4/6	8/10	12/14	16/18	20/22	24/26	28/30
Bust	32-34	35-38	37-38	39-41	42-44	45-47	48-51	52-55
Arm	30 - 30 3/4	30 3/4 - 31 1/2	31 1/2 - 32	32 - 32 1/2	32 - 32 1/2	33 - 33 3/8	33 3/8 - 33 3/4	33 3/4 - 34 1/2

COLOR INFORMATION



Faded Blue*



Ink Blue*

Group B

Lines

1A thru 4B

Red Kap
Discription Style # PT10

Our Red-E-Prest Work Pants are comfortable, durable, and low-maintenance. Wrinkle-resistant, lightweight twill fabric uses Touchtex™ Technology for superior stain-release and color-retention capabilities while the upgraded Ro Kap waistband maintains a center crease and withstands industrial laundering.

FEATURES

- No-roll waistband has enhanced engineering to withstand industrial laundry stress and abrasion
- Touchtex Technology provides breathable comfort, lasting colors and stain resistance with an even softer hand
- Our 65% Polyester/35% Cotton Black fabric resists fading wash after wash
- Requires minimum ironing thanks to a wrinkle-resistant finish
- Plenty of pockets to store the tools of the trade
- Synthetic blend pocketing and waistband trim
- Available I 8 colors



INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jan Zwerver(3521303) 3419 Cross Timbers Rd Ste 102 Flower Mound TX 75028-2942	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 50%;">PHONE (A/C, NO, EXT): 972-874-0400</td> <td style="width: 50%;">FAX (A/C, NO): 972-874-0406</td> </tr> </table> E-MAIL ADDRESS: jzwerver@farmersagent.com <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	PHONE (A/C, NO, EXT): 972-874-0400	FAX (A/C, NO): 972-874-0406	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
PHONE (A/C, NO, EXT): 972-874-0400	FAX (A/C, NO): 972-874-0406																
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER C: Mid Century Insurance Company	21687																
INSURER D:																	
INSURER E:																	
INSURER F:																	
INSURED HILL, DEBRA 2613 BEVERLY DR FLOWER MOUND TX 75022																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
B	☒ COMMERCIAL GENERAL LIABILITY <table style="width: 100%;"> <tr> <td>☐ CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table>	☐ CLAIMS-MADE	☒ OCCUR	Y	Y	607021825	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 1,000,000		
	☐ CLAIMS-MADE	☒ OCCUR									
		DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000									
		MED EXP (Any one person) \$ 5,000									
		PERSONAL & ADV INJURY \$ 1,000,000									
	GENERAL AGGREGATE \$ 2,000,000										
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 1,000,000				
	AUTOMOBILE LIABILITY ☒ ANY AUTO <table style="width: 100%;"> <tr> <td>OWNED AUTOS ONLY</td> <td>☐ SCHEDULED AUTOS</td> </tr> <tr> <td>HIRED AUTOS ONLY</td> <td>☐ NON-OWNED AUTOS ONLY</td> </tr> </table>	OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY	Y	N	53992.74.66	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$500,000 BODILY INJURY (Per accident) \$500,000 PROPERTY DAMAGE (Per accident) \$100,000
OWNED AUTOS ONLY	☐ SCHEDULED AUTOS										
HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY										
	☒ UMBRELLA LIAB ☒ EXCESS LIAB <table style="width: 100%;"> <tr> <td>DED</td> <td>RETENTION \$</td> </tr> </table>	DED	RETENTION \$	Y		76624.19.70	12/31/2022	12/31/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$		
DED	RETENTION \$										
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table style="width: 100%;"> <tr> <td>PER STATUTE</td> <td>OTHER</td> <td>\$</td> </tr> </table> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	PER STATUTE	OTHER	\$	
PER STATUTE	OTHER	\$									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Location(s): 2613 Beverly Dr, Flower Mound, TX 75022
 Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

CERTIFICATE HOLDER TOWN OF FLOWER MOUND 2121 CROSS TIMBERS RD ATTN: Purchasing Division FLOWER MOUND TX 75028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)

31-1769 11-15

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Personal Umbrella Declaration Page

Policy Number: 76624-19-70
Effective: 12/31/2022 12:01 AM
Expiration: 12/31/2023 12:01 AM
Named Insured(s): Charles W Hill
 Debra R Hill
 2613 Beverly Dr
 Flower Mound, TX 75022-5128
 cwhill13@verizon.net

Underwritten By: Farmers Insurance Exchange
 6301 Owensmouth Ave.
 Woodland Hills, CA 91367

Premiums (Item 1)

► **Policy Premium** **\$325.00**

This is not a bill.

Your bill with the amount due will be mailed separately.

Rated Exposures (Item 2)

Exposure Type	Quantity	Exposure Type	Quantity
Owner Occupied Residence	1	Motorized Vehicle	2

Schedule of Underlying Insurance (Item 3)

You have told us you have underlying insurance policies with liability limits listed below. If the underlying policies terminate or the liability limits are less than shown below, in the event of a covered loss we will only pay those damages we would have paid if the limits and policies were in place as scheduled. You must keep the coverages and limits below in effect to avoid gaps in your protection.

Insurance Carrier	Policy Number	Coverage	Limit of Insurance (in thousands of dollars)
Texas Farmers Insurance Company	767597629	Homeowner 2613 Beverly Dr, Flower Mound, TX 75022-5128	1000
Farmers Texas County Mutual Insurance Company	518386854	Auto Liability	500/500/100

Limits (Item 4)

Coverage Type	Limit (each occurrence)	Coverage Type	Limit (each occurrence)
General Liability	\$1,000,000	Uninsured/Underinsured Motorist	Not Covered
Retained Limit	\$1,000		

Driver Information

Name	Driver Status	Name	Driver Status
Charles W Hill	Covered	Debra R Hill	Covered

Policy and Endorsements

farmers.com

Policy No. 76624-19-70

Questions?

Call your agent Jan Zwerver at (972)
 874-0400 or email
 jzwerver@farmersagent.com

Manage your account:

Go to www.farmers.com to access
 your account any time!



Farmers FlexSM Personal Auto Declarations

Page



Policy Number: 53992-74-66

Effective: 1/13/2023 12:01 AM

Expiration: 12/31/2023 12:01 AM

Named Insured(s): Charles W Hill

Debra R Hill

2613 Beverly Dr

Flower Mound, TX 75022-5128

cwhill13@verizon.net

Underwritten By: Mid-Century Insurance Company of Texas

19111 Dallas Pkwy, Suite #300

Dallas, TX 75287

Premiums

Full-term Premium (excluding fees) \$2,958.00

Prorated Premium (12/31/2022 - 12/31/2023) \$0.00

Total for this Transaction \$0.00

*Also see Information on Additional Fees below.

This is not a bill.

Your bill with the amount due will be mailed separately.

Information on this declaration is effective 12/31/2022.

Household Driver and Resident Information

You must contact us or your agent if there are persons 15 years of age or older not listed below who either reside in your household (even if temporarily away from home) or are guests staying in your home in excess of 185 days, or who regularly operate your vehicle(s) listed below more than 30 days per year. **Your policy explains in more detail how the coverages provided under this policy are reduced or eliminated if an undisclosed driver is operating or using your vehicle at the time of an accident. The limits displayed below under Coverage Information for undisclosed drivers are not a waiver of rights under the terms of the policy to cancel, deny, or rescind coverage for misrepresentation or fraud.** Please read your policy carefully.

Name	Driver Status	Name	Driver Status
Charles W Hill	Covered	Debra R Hill	Covered

Vehicle Information

Veh. #	Year/Make/Model/VIN	Coverage	Deductible	Limit
1	2022 Gmc Truck Yukon 4D 4X4 Denali 1GKS2DKL8NR160099	Comprehensive:	\$500	
		Collision:	\$500	
2	2021 Lexus Rx 350 4D 4Wd Premium 2T2HZMDA8MC300671	Comprehensive:	\$500	
		Collision:	\$500	

Coverage Information

Coverage	Limits		Premiums by Vehicle	
	Household Drivers	Undisclosed Drivers	Vehicle 1	Vehicle 2
Bodily Injury Liability	\$500,000 each person \$500,000 each accident	\$30,000 each person \$60,000 each accident	\$159.00	\$146.00
Property Damage Liability	\$100,000 each accident	\$25,000 each accident	\$156.00	\$166.00
Personal Injury Protection	\$2,500 each person	\$2,500 each person	\$9.00	\$10.00
Uninsured/Underinsured	\$100,000 each person	\$30,000 each person	\$119.00	\$130.00
Motorist Bodily Injury	\$300,000 each accident	\$60,000 each accident		

farmers.com

Policy No. 53992-74-66

Questions?

Call your agent Jan Zwerver at (972)
874-0400 or email
jzwerver@farmersagent.com

Manage your account:

Go to www.farmers.com to access
your account any time:

56-6176 3rd Edition 1-22

1/31/2023

Page 1 of 3

RELEASE AND INDEMNIFICATION OF LIABILITY

STATE OF TEXAS)
) KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON)

This release of liability and indemnity agreement (hereinafter called “Release”) is entered into by the undersigned, as an independent contractor, or as an agent or authorized representative of an independent contractor of the Town of Flower Mound, Texas (hereinafter called “Undersigned Contractor”).

WHEREAS, the Undersigned Contractor has entered into a contractual relationship with the Town of Flower Mound, Texas (hereinafter called “Town”) and has been engaged by the Town to perform certain work for the Town (hereinafter called “Work”); and

WHEREAS, the Undersigned Contractor, in consideration for being awarded the Work by the Town, agrees to release the Town from all liability that might result from the Work or activities related to the Work, and to indemnify the Town from all liability that might result from the Work or activities related to the Work.

NOW, THEREFORE, for and in consideration of the Town engaging the Undersigned Contractor as an independent contractor of the Town to perform the Work, including the recitals set forth above, the Undersigned Contractor agrees as follows:

1. The Undersigned Contractor does hereby release, acquit, and forever discharge the Town, its officers, agents, servants, and employees, from all liability and from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, attributable to the acts or omissions of the Undersigned Contractor, the Undersigned Contractor's personal representatives, successors, contractors, subcontractors, and employees, and from any and all losses, damages, or claims of

damages on account of injury to the person or property of the Undersigned Contractor or others, or the death of the Undersigned Contractor or others, arising out of the Work or activities related to the Work.

2. The Undersigned Contractor assumes full responsibility for any and all bodily injury, death, property damage, or any other damage or injury of any kind due to the negligence of the Undersigned Contractor, the Undersigned Contractor's personal representatives, successors, contractors, subcontractors, or employees, notwithstanding any alleged act of negligence by the Town, its officers, agents, and employees.
3. The Undersigned Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees, and any other person, firm, or corporation bound to defend or pay judgments against the Town, its officers, agents, and employees, from and against any and all claims, demands, or causes of action, including claims for contribution or indemnity, and reasonable and necessary costs, including attorney's fees, incurred in defense of any claim that any person has or may have arising out of or resulting from the Work or activities related to the Work.
4. This Release shall be construed according to the laws of the State of Texas. Venue for any suit shall be in Denton County, Texas, in the appropriate federal or state court having jurisdiction over the matters and facts in controversy.
5. This Release contains the entire agreement between the Undersigned Contractor and the Town regarding the Undersigned Contractor's indemnification of the Town and release of the Town from all liability. The terms of this Release are contractual and not a mere recital.

6. This Release shall be binding upon the Undersigned Contractor's heirs, assigns, administrators, executors, and legal representatives forever.
7. In making this Release, the Undersigned Contractor has not relied upon any statement or representation pertaining to this matter made by other persons, firms, organizations, or corporations, and the Undersigned Contractor is executing this Release based solely on their own judgment. The Undersigned Contractor understands fully that this Release covers and includes every claim of every kind that they have or may have in the future arising out of the Undersigned Contractor's performance of the Work or activities related to the Work.
8. The Undersigned Contractor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this Release is held to be invalid by a court of competent jurisdiction, the Undersigned Contractor agrees that all remaining provisions of the Release shall remain and continue in full force and legal effect.
9. It is the intent of all Parties hereto that all indemnity obligations and liability are assumed by the Undersigned Contractor without regard to the causes thereof or the negligence of any party or parties, including any negligence or gross negligence of the Town, its officers, agents, and employees, whether the negligence is sole, joint, comparative, concurrent, active, or passive.
10. The Undersigned Contractor has carefully read the foregoing Release and knows the contents thereof and signs the same as their own free act.

Witness my hand this 14 day of Feb, 2023.

[Signature]

An independent contractor of the Town of Flower Mound

By: Debra Hall

Its: _____

OWNER

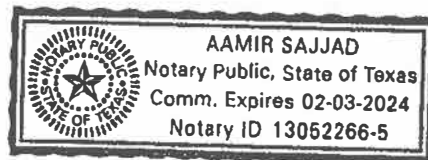
(Title)

Subscribed and sworn to before me on this 14 day of Feb, 2023.

[Signature]

Notary Public in and for the State of Texas

My commission expires: 2/3/24.



**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and Just Right Products, Inc. dba FW Promo ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Work Uniform Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

Town of Flower Mound Contract No. 2023-23-A

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. PERFORMANCE BY CONTRACTOR. All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. ADVERTISING: Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

 X Yes, Others can purchase

 No, only the Town can purchase

24. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

Town of Flower Mound Contract No. 2023-23-A

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow, Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Bruce Boyce
Title: Owner
Company: Just Right Products dba FW Promo
Address: 5941 Posey Lane
City, State, Zip: Haltom City, TX 76117

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

Town of Flower Mound Contract No. 2023-23-A

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: JUST RIGHT PRODUCTS DBA FW PROMO

Signature _____
Bruce Boyce – Owner

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____

Town of Flower Mound Contract No. 2023-23-A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law, this questionnaire must be filed with the records administrator of the local governmental 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.

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

O

OFFICE USE ONLY

Date Received

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.)

Name of local government officer about whom the information 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. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No XX

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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No XX

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

D

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(8), excluding gifts described in Section 176.003(a-1).

Bruce Boyce

Signature of vendor doing business with the governmental entity

1/8/2023

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>. 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 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 a contract with the vendor.

Local Government Code § 176.006(a) and Ca-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 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.

Pricing Worksheet

Line Item	Item Description	Manufacturer Catalogue	Item No.	% Discount	Price (Qty of 1 each)
Group A: Uniform Shirts					
1A	T-Shirt Men: Short Sleeve, Pocket	SanMar	5590		S-XL \$9.50
1B	T-Shirt Men: Short Sleeve, No Pocket	SanMar	5180		S-XL \$9.25
1C	T-Shirt Women: Short Sleeve, Pocket	SanMar	5590		S-XL \$9.50
1D	T-Shirt Women: Short Sleeve, No Pocket	SanMar	SL04		S-XL \$8.65
2A	Polyester Shirt, Men: Short Sleeve, Pocket	SanMar	ST651		S-XL \$21.65
2B	Polyester Shirt, Men: Short Sleeve, No Pocket	SanMar	ST650		S-XL \$18.85
2C	Polyester Shirt, Men: Long Sleeve, Pocket	SanMar	ST657		S-XL \$21.65
2D	Polyester Shirt, Men: Long Sleeve, No Pocket	SanMar	ST657		S-XL \$21.65
2E	Polyester Shirt, Women: Short Sleeve, Pocket	SanMar	LST657		S-XL \$18.85
2F	Polyester Shirt, Women: Short Sleeve, No Pocket	SanMar	LST657		S-XL \$18.85
2G	Polyester Shirt, Women: Long Sleeve, Pocket	SanMar	LST650		S-XL \$21.65
2H	Polyester Shirt, Women: Long Sleeve, No Pocket	SanMar	Lst657		S-XL \$21.65
3A	Knit Shirt, Men: Short Sleeve, Pocket	SanMar	436MPR		S-XL \$15.50
3B	Knit Shirt, Men: Short Sleeve, No Pocket	SanMar	437MSR		S-XL \$12.75
3C	Knit Shirt, Men: Long Sleeve, Pocket	SanMar	K500LSP		S-XL \$21.95
3D	Knit Shirt, Men: Long Sleeve, No Pocket	SanMar	K500LS		S-XL \$20.65
3E	Knit Shirt, Women: Short Sleeve, Pocket	SanMar	L500P		S-XL \$16.85
3F	Knit Shirt, Women: Short Sleeve, No Pocket	SanMar	L500		S-XL \$15.85
3G	Knit Shirt, Women: Long Sleeve, Pocket	SanMar	L500LSP		S-XL \$21.95
3H	Knit Shirt, Women: Long Sleeve, No Pocket	SanMar	L500LS		S-XL \$20.65
4A	Industrial Poplin Shirt, Men: Short Sleeve, Pocket(s)	RedKap	SP60		S-XL \$22.85
4B	Industrial Poplin Shirt, Men: Short Sleeve, No Pocket	RedKap	SP60		S-XL \$22.85
4C	Industrial Poplin Shirt, Men: Long Sleeve, Pocket(s)	RedKap	SP50		S-XL \$26.60
4D	Industrial Poplin Shirt, Men: Long Sleeve, No Pocket	RedKap	SP60		S-XL \$26.60

Line Item	Item Description	Manufacturer Catalogue	Item No.	% Discount	Price (Qty of 1 each)
Group A: Uniform Shirts (continued)					
4E	Industrial Poplin Shirt, Women: Short Sleeve, Pocket(s)	ww	SP23		\$17.50
4F	Industrial Poplin Shirt, Women: Short Sleeve, No Pocket	ww	sp23		\$17.50
4G	Industrial Poplin Shirt, Women: Long Sleeve, Pocket(s)	ww	sp13		\$20.50
4H	Industrial Poplin Shirt, Women: Long Sleeve, No Pocket	ww	sp13		\$20.50
5A	Executive Shirt, Men: Short Sleeve, Pocket	ww	sc64		s-xl \$30.25
5B	Executive Shirt, Men: Short Sleeve, No Pocket	ww	sp80		s-xl \$23.50
5C	Executive Shirt, Men: Long Sleeve, Pocket	ww	SC74		S-XI \$34.85
5D	Executive Shirt, Women: Long Sleeve, No Pocket	ww	sp90		S-XL \$25.09
5E	Executive Shirt, Women: Short Sleeve, Pocket	ww	SX21		S-XL \$28.75
5F	Executive Shirt, Women: Short Sleeve, No Pocket	ww	SP81		S-XL \$23.25
5G	Executive Shirt, Women: Long Sleeve, Pocket	ww	SR71		S-XL \$25.25
5H	Executive Shirt, Women: Long Sleeve, No Pocket	ww	SP91		S-XL \$25.25
6A	Denim Shirt, Men: Short Sleeve, Pocket	sanmar	SP11		S-XL \$19.50
6B	Denim Shirt, Men: Short Sleeve, No Pocket	SanMar	SP11		S-XL \$19.50
6C	Denim Shirt, Men: Long Sleeve, Pocket	SanMar	Sp10		S-XL \$20.75
6D	Denim Shirt, Men: Long Sleeve, No Pocket	SanMar	SP10		S-XL \$20.75
6E	Denim Shirt, Women: Short Sleeve, Pocket	SanMar	LSP11		S-XL \$19.50
6F	Denim Shirt, Women: Short Sleeve, No Pocket	SanMar	LSP11		S-XL \$19.50
6G	Denim Shirt, Women: Long Sleeve, Pocket	Sanmar	LSP10		S-XL \$20.75
6H	Denim Shirt, Women: Long Sleeve, No Pocket	SanMar	LSP10		S-XL \$19.50
FEE	Upcharge Men: Sizes Above <u>2.00 per x</u> (state size)				
FEE	Upcharge Women: Sizes Above <u>2.00 per x</u> (state size)				
CAT	Catalogue: All other uniform shirts not specifically listed	Lands' End		10%	
CAT	Catalogue: All other uniform shirts not specifically listed	Port Authority		10%	
CAT	Catalogue: All other uniform shirts not specifically listed	Wrangler		10%	
CAT	Catalogue: All other uniform shirts not specifically listed	Game Guard		10%	
CAT	Catalogue: All other uniform shirts not specifically listed	Cornerstone		10%	
CAT	Catalogue: All other uniform shirts not specifically listed	S&S Cat		10%	
CAT	Catalogue: All other uniform shirts not specifically listed	Alpha Cat		10%	

Line Item	Item Description	Manufacturer Catalogue	Item No.	% Discount	Price (Qty of 1 each)
Group B: Uniform Pants					
1A	Poly/Cotton Slacks, Men	ww	PT10		\$19.50
1B	Poly/Cotton Slacks, Women	ww	PT59		\$19.50
2A	Jeans, Men: Wrangler Hero Relaxed Fit	wrangler	35001		\$24.50
	Jeans, Men: Wrangler 13MWZ	wrangler	13MWZ		\$28.00
	Jeans, Men: Wrangler Cowboy Cut Relaxed Fit Big Jeans	wrangler	35001		\$26.50
	Jeans, Men: Cinch Blue Label	wrangler			\$57.99
	Jeans, Men: Levi's Original Cowboy Cut Rigid 560				n/A
	Jeans, Men: Pre-washed Denim				n/a
	Jeans, Men: Pre-washed Denim				na/
2B	Jeans, Women: Wrangler 31MWZDM, Relaxed Fit	This is not a womens style number			
	Jeans, Women: Wrangler 31MWZDM, Regular Fit	This is not a womens style number			
	Jeans, Women: Wrangler 31MWZDM, Slim Fit	This is not a womens style number			
	Jeans, Women: Pre-washed Denim	Red Kap	PD63		17.95
	Jeans, Women: Pre-washed Denim	Wrangler	3WF05LS		\$25.25
	Jeans, Women: Pre-washed Denim	Lee	3054032		\$23.50
3A	Khaki Pants, Men: Wrinkle Free (No Iron)	RedKap	PT2C		20.50
3B	Khaki Pants, Men: Pleated, Relaxed Fit	wrangler	00097		\$29.50
3C	Khaki Pants, Women: Smoothing				N/A
4A	Cargo Shorts, Men	Dickies	4321		\$23.50
4B	Cargo Shorts, Women	Dickies	FR33		\$25.00
FEE	Upcharge Men: Sizes Above 44 (state size)				
FEE	Upcharge Women: Sizes Above 16 (state size)				
CAT	Catalogue: All other uniform pants not specifically listed	Lands' End		10%	
CAT	Catalogue: All other uniform pants not specifically listed	Port Authority		10%	
CAT	Catalogue: All other uniform pants not specifically listed	Lee		10%	
CAT	Catalogue: All other uniform pants not specifically listed	Wrangler		10%	
CAT	Catalogue: All other uniform pants not specifically listed	Carhartt		10%	
CAT	Catalogue: All other uniform pants not specifically listed	Dickies		10%	
CAT	Catalogue: All other uniform pants not specifically listed	RedKap		10%	
CAT	Catalogue: All other uniform pants not specifically listed				
CAT	Catalogue: All other uniform pants not specifically listed				

Group C: Outerwear					
1	Hooded Sweatshirt, Unisex	sanmar	P170		\$16.50
2	Reflective Sweatshirt, Unisex: Hi-Visibility Two-Tone	Port West	UB315		S-XL \$40.95
3	Hooded Jacket, Unisex	Carhartt	104050		S-XL \$98.25
4	Fleece Lined Jacket, Unisex	SanMar	J754		S-XL \$44.50
5A	Quilted Flannel Lined Jacket, Men	Carhartt	CTSJ140		S-XL \$94.25
5B	Quilted Flannel Lined Jacket, Women	Carhartt	CTSJ140		S-XL \$94.25
6	Reflective Jacket, Unisex: Hi-Visibility Two-Tone	Port West	US363		S-XL \$45.50
7	Reflective Rain Jacket, Unisex: Hi-Visibility Two-Tone	Port West	UH440		S-XL \$27.25
8	Insulated Bib Overall	Dickies	TB839		S-XL \$99.00
9	Insulated Coverall	Dickies	TV239		S-XL \$109.00
10	Brushed Twill Cap	SanMar	BTU		\$7.95
FEE	Upcharge Unisex: Sizes Above <u>\$2.00 per x (state size)</u>				
CAT	Catalogue: All other outerwear not specifically listed	Berne		10%	
CAT	Catalogue: All other outerwear not specifically listed	Carhartt		10%	
CAT	Catalogue: All other outerwear not specifically listed	Dickies		10%	
CAT	Catalogue: All other outerwear not specifically listed	Cornerstone		10%	
CAT	Catalogue: All other outerwear not specifically listed	Port West		10%	
Additional Fees: Any additional fees must be listed in this section in order to be considered					
FEE	Fee: Non-Standard Uniform Samples				
FEE	Fee: Restocking				
FEE					
FEE					
FEE					
FEE					
FEE					
FEE					
Delivery Days after receipt of order				12	days

**Attachment B
Vendor Information Form**

VENDOR INFORMATION

Number of employees: Full time 19

Number of employees: Part time: 0

Length of time in business: 20 years

Physical location of business (full address, including city, state & zip code):

5941 Posey Lane Haltom City TX 76117

Vendor Contact Information:

Company Representative: Bruce Boyce

Company Telephone Number (including are code): 817.231.8040

Emergency Telephone Number (including are code): 214.206.0763

SUBCONTRACTOR INFORMATION

Vendors must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.**

Name: N/A

Type of Work: N/A

Amount: N/A

Portion of work by bidder: 100 %

Portion of work by sub-contractor: N/A %

Bid Certification Form
RFB No. 2023-23-A
Work Uniform Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: JUST RIGHT PRODUCTS DBA FW PROMO

Principal Place of Business Address: 594 1 POSEY LANE

Principal Place of Business City, State, Zip: HALT OM CITY TX 76117

Principal Place of Business Phone Number: 817.231.8040

Principal Place of Business Fax Number: N/A

Remittance Address (if different from above): SAME

Remittance City, State, Zip: SAME

Tax Identification No:

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 BB Add. No. 2 BB Add. No. 3 BB Add. No. 4 BB Add. No. 5 BB

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Bruce Boyce 1/8/2023
Signature Date

BRUCE BOYCE

Printed Name

SALES

Title

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02152023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEWTON FAMILY INSURANCE 1701 COMMERCE DRIVE MANSFIELD TX 76063	CONTACT NAME: DHYANA NEWTON PHONE (A/C No. Ext.): 8175005260 FAX (A/C No.): EMAIL ADDRESS: DHYANANEWTON@ALLSTATE.COM
INSURED JUST RIGHT PRODUCTS 5941 POSEY LN HALTOM CITY TX 76117-5238	INSURER(S) AFFORDING COVERAGE INSURER A: ALLSTATE INSURANCE INSURER B: GRIFFIN UNDERWRITING INSURER C: HARTFORD INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. (YES/NO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CPS7659863	09102022	09102023	EACH OCCURRENCE \$ 500000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 50000 PRODUCTS - COMP/OP AGG \$ OTHER \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRE/RENTED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		648795679	09102022	09102023	COMBINED SINGLE LIMIT (Per accident) \$ 500000 BODILY INJURY (Per person) \$ 500000 BODILY INJURY (Per accident) \$ 500000 PROPERTY DAMAGE (Per accident) \$ 500000 OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		09102022	09102023	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Town of Flower Mound
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028

CERTIFICATE HOLDER

Town of Flower Mound
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dhyana Newton

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ACORD 25 (2016/03)





TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: March 6, 2023
FROM: Chuck Russell, Principal Planner
ITEM: **Consider a request for a Minor Record Plat (MR22-0003 – Twin Cove Estates, Lot 20R, Block B) to create one lot for a private street. The property is generally located south of Wanda Lane and east of Shoreline Road. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.) (TC moved to table this item to the March 6, 2023, meeting by a vote of 5 to 0 at its February 20, 2023, meeting.)**

BACKGROUND:

- Size – 4,357 Square Feet
- Proposed Lots – One Nonbuildable Lot
- SMARTGrowth – Exempt
- Traffic Analysis – N/A
- Incentives – N/A
- [Planning & Zoning Commission Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

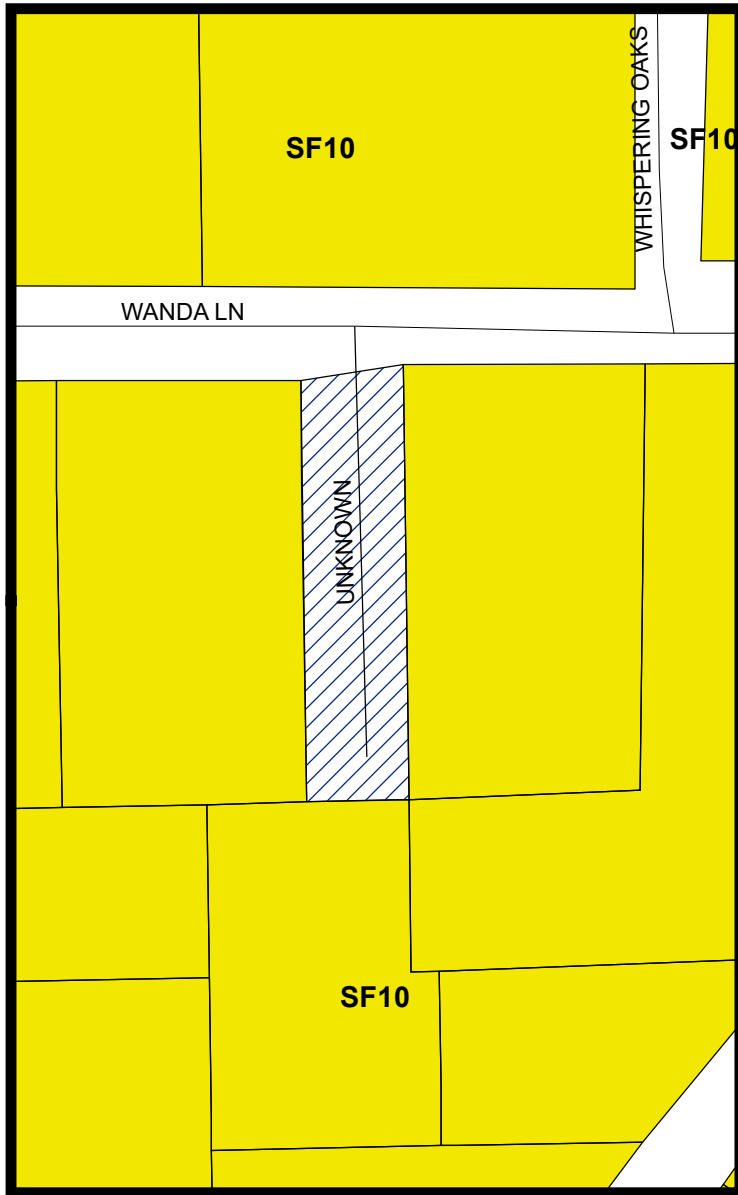
ATTACHMENTS:

1. Vicinity and Aerial Maps

DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: MR22-0003



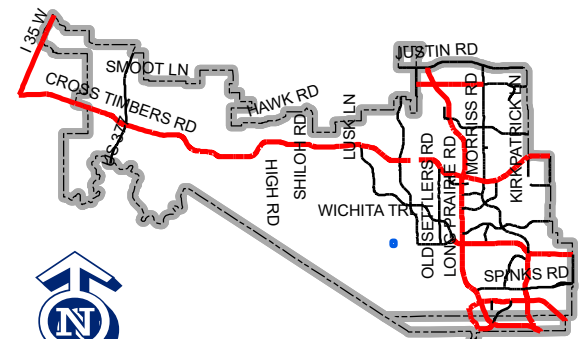
LEGEND

 Single Family 10

 Subject Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location

0 50 100 200 Feet



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: March 6, 2023
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of a Construction Agreement with A & B Construction LLC for the Royal Oaks Water Line Replacement Phase I project, in the amount of \$1,353,490.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On January 18, 2023, bids were received and opened (Bid # 2023-25-B) for the Royal Oaks Water Line Replacement Phase I project. A & B Construction LLC submitted the lowest qualified bid of the three (3) responding bidders at a base bid of \$1,353,490.00. The Royal Oaks Water Line Replacement Phase I project consists of the replacement of the existing water main with approximately 3,850-foot of 8-inch water line piping via a combination of trenchless technologies and open cut installation along Kings Road, Alexander Drive and interconnecting side streets. Roughly 75% of the total water line replacement is to be installed with trenchless technologies to limit the disturbance to the existing residents. Residential water services will be transitioned to the new water main improvements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the Construction Agreement would leave the existing water system within the Royal Oaks subdivision in the current configuration. Due to poor water line conditions and lack of available isolation valves, any temporary water shutoffs due to main breaks or service line leaks would cause great impact to residents.

FISCAL IMPACT: \$1,353,490.00

Proposed Expenditure/(Revenue)
\$1,353,490.00

Account Number(s):
630-960-98705-6170

LEGAL REVIEW: The Town's standard construction agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement
3. Form 1295 (Internal Use)

DRAFT MOTION: Move to approve as presented in the agenda caption.



Town of Flower Mound

Bid No: 2023-25-B – Royal Oaks Water Line Replacement Phase I

Bid Opening: 1/18/2023 at 11:00 AM

Company	Total Bid
A & B Construction LLC	\$ 1,353,490.00
Excel 4 Construction, LLC	\$ 1,509,575.00
Horseshoe Construction Inc	\$ 1,635,075.00

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: January 18, 2023

TOWN OF FLOWER MOUND
ROYAL OAKS WATER LINE REPLACEMENT PHASE I

Bid # 2023-25-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 6th day of March, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and A & B Construction, a Limited Liability Company, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

ROYAL OAKS WATER LINE REPLACEMENT PHASE I,
Bid # 2023-25-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million Three Hundred Fifty Three Thousand Four Hundred Ninety Dollars and Zero cents (\$ 1,353,490.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of sixty (60) calendar days, and final completion of ninety (90) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety’s name in the current U.S. Treasury Department

Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

_____(Signature)
_____(Printed Name)
_____(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____(Signature)
_____(Position)



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: March 6, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Long-Range Planning Discussion for Parks and Recreation**

BACKGROUND: Staff will provide a presentation on the long-range planning items associated with Parks and Recreation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

DRAFT MOTION: No action is required by the Town Council on this item.

TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
1.	3/20/2023	Consider approval of the minutes from the 3/6 regular meeting.	Minutes
2.	3/20/2023	Royal Oaks Water Line Replacement Phase I - Testing Award	Professional Service Agreement
3.	3/20/2023	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) - Design PSA	Professional Service Agreement
4.	3/20/2023	Forest Vista AC Water Line Decommissioning - Design PSA	Professional Service Agreement
5.	3/20/2023	Consider approval of the purchase and installation of the FY 2022-23 Playground Replacements project, for Wilkerson Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$477,869.00	Purchase
6.	3/20/2023	Consider approval of a TIRZ Consulting agreement with P3 Works LLC.	Contracts
7.	3/20/2023	Consider approval of a contract with ATD Concrete Coatings for repair and repainting of the CAC indoor and outdoor pool decks in the amount of \$79,016.40, and for the mayor to execute on behalf of the town.	Contracts
8.	3/20/2023	Upper Timber Interceptor (Morris Road to One Place Lane) - Buyboard Award	Contracts
9.	4/3/2023	Proclamation and presentation of Hometown Hero banner to Mason Lewis.	Presentation
10.	4/3/2023	Lakeside Parkway Capacity Improvements - Design PSA	Professional Service Agreement
11.	4/3/2023	Consider approval of a Construction Agreement with XXXXXXXXXXXX, for the Timber Creek Water Line Phase I (Garden Homes) project, in the amount of \$XXXXXXX; and authorization for the Mayor to execute same on behalf of the Town.	Construction Agreement
12.	4/3/2023	Consider approval of the minutes from the 3/20 regular meeting.	Minutes
13.	4/17/2023	Oak Street Lift Station and Force Main Phase IV - Testing PSA	Professional Service Agreement
14.	4/17/2023	High Road Water Line Phase II - Testing PSA	Professional Service Agreement

TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
15.	4/17/2023	Consider approval of the minutes from the 4/3 regular meeting.	Minutes
16.	4/17/2023	High Road Water Line Phase II - Construction Agreement	Construction Agreement
17.	5/1/2023	Consider approval of the minutes from a regular meeting on 4/17 and a work session held on 4/20.	Minutes
18.	5/16/2023	Consider approval of the minutes from a regular meeting held on 5/1.	Minutes
19.	5/16/2023	Placeholder: Canvass Results from May 6 Election	Elections
20.	5/16/2023	Placeholder: Canvass Results from May 6 Bond Election	Elections