

Town Council Regular Meeting



January 20, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd, Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. 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.

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, fill out a comment form (PDF). Note:

- Limited to three (3) minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Mayor
- Direct comments to the Town Council
- State your name and the municipality where you reside

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates
 - a. Employee Service Recognition

G. 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 that 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).

H. COORDINATION OF CALENDARS

1. February 2 - Regular Meeting
2. February 2 - TIRZ 2 Board Meeting 5pm

I. 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 - 1/5 - Consider approval of the minutes from a Town Council Regular Meeting held on January 5, 2026.
2. Utility Cooperative Contract - Consider approval of utilizing a Utility Construction Materials contract with Fortline Waterworks for the purchase of water and wastewater parts and materials, in the amount of \$65,000 annually through NCTCOG TXShare cooperative agreement; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with three one-year renewal options.
3. Utility Cooperative Contract - Consider approval of utilizing a Utility Construction Materials contract with Core & Main LP for the purchase of water line parts and materials, in the amount of \$65,000 annually through NCTCOG TXShare cooperative agreement; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with three one-year renewal options.
4. Annual Concrete and Drainage services contract - Consider approval of increasing the annual Concrete and Drainage Improvement Services contract No. 2023-56-A to F&F Concrete, LLC., Apex Concrete Construction, Inc., and Quick Set Concrete, Inc. in the amount of \$750,000; and authorization for the Mayor to execute same on behalf of the Town. The contract has three one-year renewal options remaining.
5. Design PSA - Stonecrest Pump Station Phase II - Consider approval of a Professional Services Agreement with Freese and Nichols, Inc., for the design phase services associated with the Stonecrest Pump Station Phase II project, in the amount of \$547,640.00; and authorization for the Mayor to execute same on behalf of the Town.

6. Bosch CDR 900 DLC Tool Kit - Consider the approval of the purchase of a Bosch CDR 900 DLC Tool Kit from Crash Data Group in the amount of \$53,700.00 for Police Accident Investigators.
7. Utility Cooperative Contract - Consider approval of utilizing a Utility Construction Materials contract with North Texas Winwater for the purchase of water line parts and materials, in the amount of \$38,000 annually through Buy Board Contract No. 756-24; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with two one-year renewal options.
8. Memorandum of Agreement with FEMA - Consider approval of a Memorandum of Agreement with the Federal Emergency Management Agency (FEMA) and the Town of Flower Mound to begin the process of becoming a local alerting authority for emergencies and authorization for the Mayor to approve same on behalf of the Town.

J. **REGULAR ITEM(S)**

1. ZPD25-0007 - Charco Storage - Public Hearing to consider an ordinance amending the zoning (ZPD25-0007 – Charco Storage) from Planned Development District-120 (PD-120) with Single-Family District 5 (SF-5) and Retail District-2 (R-2) uses to PD-120 with SF-5 and Commercial District-1 (C-1) uses to modify the conceptual plans, elevations, and development standards for the non-residential portion, with certain modifications, exceptions and waivers to the Code of Ordinances. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. (PZ recommended denial by a vote of 6 to 0 at its December 8, 2025, meeting.) ***At the request of the applicant, this item will be tabled to the February 2, 2026, Town Council Meeting.***
2. Parks Board Recommendation - Canyon Falls - Consider approval of a Parks Board Recommendation (PBR25-0003) for cash, in the amount of \$354,020.25, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$94,384.00 for the Canyon Falls Village 3 residential development generally located east of Interstate 35 and south of Denton Creek Blvd. (The Parks Board recommended approval by a vote of 6 to 0 at their March 6, 2025 meeting.)
3. SSP24-0008 - Canyon Falls Village 3 - Consider a request for a Subdivision Site Plan (SSP24-0008 - Canyon Falls Village 3) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located west of Turner Falls Circle, east of Interstate 35, and south of Denton Creek Boulevard. (PZ recommended approval by a vote of 5 to 0 at its January 12, 2026, meeting)

K. **BOARDS/COMMISSIONS**

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment

Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

L. CLOSED MEETING

The Town Council to convene into closed meeting 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 Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. 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 below-referenced items.

1. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
2. **Section 551.072: Deliberation Regarding Real Property**
Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.
3. **Section 551.074: Personnel Matters**
Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

M. RECONVENE

N. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on January 13, 2026, by 5:00 p.m.

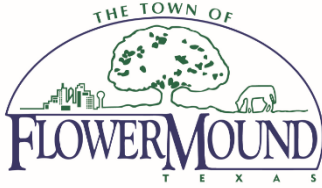
Anne Carnes, Deputy Town Secretary

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.

In accordance with section 551.043 of the Texas Government Code, the Taxpayer Impact Statement can be viewed by clicking [HERE](#).

To preview upcoming items of business that may appear on future agendas click [HERE](#).

Town Council Regular Meeting



January 5, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

5:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 5:01 p.m. with the following members present:

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

Town Council member(s) absent:

Town Staff present:

James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

Mayor Moore read a statement regarding the passing of Police Lieutenant Suzanne Reed.

B. INVOCATION

Chaplain Speight gave the invocation.

C. PLEDGES

Mayor Moore led the Pledge of Allegiance to the United States and Texas flags.

D. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 5:06 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071.

1. **Section 551.071: Consultation with Town Attorney** Consultation with Town Attorney.

a. Claim related to incident at Browning Road and Valley Ridge Boulevard

The Town Council reconvened into the open meeting at 6:02 p.m.; There was no action taken as a result of the closed meeting.

E. PUBLIC COMMENT

	Speaker name and municipality where they reside	Subject (as written on the form)
1.	Clare Harris, Flower Mound	Announcement
2.	Sharon Gentry, Flower Mound	Clare
3.	Landry Polley, Dallas	Current events
4.	Alex Stein,	Current events/city planning
5.	Scott Langley, Flower Mound	Clare Harris for Town Council

F. ANNOUNCEMENTS

There were announcements from the Mayor or Council members regarding:

Happy New Year

Friends of the Library Book Sale January beginning Friday, January 16 through Sunday, January 18 at the Flower Mound Public Library

Taste of Flower Mound February 6 from 6-8 p.m. at the Flower Mound Public Library

Flower Mound New Century Lion's Club Sock Hop Fundraiser February 6 from 6-9 p.m. at Excite Gym & Cheer

G. TOWN MANAGER'S REPORT

There were no items for this category.

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

There were no future agenda item requests.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members plan to be at the following meetings except for Chris Drew being unable to attend the January 20 (Tuesday) Regular Meeting.

1. January 15 - Work Session
2. January 19 - Canceled due to Martin Luther King Holiday
3. January 20 (Tuesday) - Regular Meeting

J. CONSENT ITEM(S)

ACTION:	Adam Schiestel moved to approve J.1 through J.3 as presented. Chris Drew seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

1. Minutes - 12/15 - Consider approval of the minutes from a Town Council Regular Meeting; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special Meeting; and Crime Control and Prevention District Special Meeting held on December 15, 2025.
2. Minutes - 12/18 - Consider approval of the minutes from a work session held on December 18, 2025.
3. Shadow Ridge Park Trail Construction - Phase 2 - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the 2025 Bond for the Shadow Ridge Park trail segment phase 2, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$193,981.26.

K. WORK SESSION ITEM

1. Review and discuss the Cost Recovery Policy

John Zagurski, gave a presentation identifying or noting:

Why a policy is important; who is the beneficiary; types of goods — private vs. public; setting the cost recovery target; level of cost recovery; revenue setting and unlawful taxes; and next steps.

Town Council and staff discussed taxpayer subsidies; cost recovery; where the funding comes from; revenue sources for cost recovery detail by individual user fees, vendor, sponsorship, and supporting organizations; policies; and cost structure.

L. BOARDS/COMMISSIONS

1. Denton Central (DCAD) Appraisal District nomination - Discuss and consider approval of a resolution to nominate an individual to be voted on by taxing jurisdictions to fulfill a vacancy on the Board of Directors for the Denton Central (DCAD) Appraisal District.

Traci Henderson, Town Secretary, presented the item.

Town Council took no action on this item.

M. CLOSED MEETING

The Town Council to convene into closed meeting 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 Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. 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 below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 6:36 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. **Section 551.071: Consultation with Town Attorney**

Consultation with Town Attorney.

a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas

b. Possible boundary adjustment matter

c. Municipal Setting Designation matter

2. **Section 551.072: Deliberation Regarding Real Property**

Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.

3. **Section 551.074: Personnel Matters**

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.

4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**

Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

N. RECONVENE

The Town Council reconvened into the open meeting at 8:03 p.m.; There was no action taken as a result of the closed meeting.

O. ADJOURN

Mayor Moore adjourned the meeting at 8:03 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: January 20, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of utilizing a Utility Construction Materials contract with Fortline Waterworks for the purchase of water and wastewater parts and materials, in the amount of \$65,000 annually through NCTCOG TXShare cooperative agreement; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with three one-year renewal options.**

BACKGROUND: The Public Works Utility Line Maintenance (ULM) Division would like to utilize the North Central Texas Council of Governments TXShare master agreement #2025-116 for the purchase of materials and parts for utility line repairs. This contract would be utilized to purchase brass fittings, saddles, clamps, fire hydrants, couplings, pipe, and other various products for water and sewer line repairs and replacements.

The Public Works ULM Division has previously purchased parts and materials from Fortline Waterworks for the past ten years. Fortline offers excellent customer service and provides high-quality parts that are manufactured and produced in the United States of America. All parts and materials meet the Town's standard specifications.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Not to approve would delay ordering purchases.

FISCAL IMPACT: \$65,000.00

Proposed Expenditure/(Revenue)
\$65,000.00

Account Number(s):
200-690-92320-4311
200-690-92330-4306

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2025-116 Fortiline - fully executed

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

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-116

for

Waterworks and Wastewater Construction Materials

THIS MASTER GOODS SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (“Effective Date”), is entered into by and between the

North Central Texas Council of Governments
(“NCTCOG”)

a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Fortiline Waterworks
(“Contractor” or “Provider”)

ARTICLE I

RETENTION OF THE CONTRACTOR

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Goods or Services to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide Goods or Services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the Statement of Work (Appendix A) described herein and in the Request for Proposals #2025-116 (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to provide the Goods or Services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide Goods or Services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II

SCOPE OF GOODS OR SERVICES

- 2.1 The Contractor will provide Goods or Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Goods or Services rendered under this Agreement will be performed by the Contractor:
- 2.2.1 with due care;

- 2.2.2 in accordance with generally prevailing industry standards;
 - 2.2.3 in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and
 - 2.2.4 in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Goods or Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 The Contractor may expand its designated Goods or Services area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated Goods or Services area(s). NCTCOG reserves the right to publish or update Goods or Services area information for public awareness and contract administration purposes.
- 2.5 **Discounts for Items in Appendix A.1.** Discounts for items in Appendix A.1 represent the minimum discount for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater discount, thus lower cost, for any item covered under this agreement.
- 2.6 **NCTCOG Obligations.** NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).
- 2.7 **Participating Entity Obligations.** Per Texas statute, to utilize the Goods or Services under this Agreement, the Participating Entity must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- At the Participating Entity's discretion, the Participating Entity may execute a Purchase Order and/or a supplemental agreement with the Contractor which will define the specific Goods or Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.8 **Contractor Obligations.** Contractor must be able to deliver, perform, install, and/or implement Goods or Services with the requirements and intent of RFP #2025-0116.
- 2.8.1 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of Goods or Services shall include, but not be limited to, items listed in Appendix A.
 - 2.8.2 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **November 30, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement may be automatically renewed, at NCTCOG's sole discretion, for up to three (3) additional years. The Contractor shall be notified in writing if this agreement is not renewed.

- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG or Participating Entity respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the delivery of Goods or providing of Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of Goods or Services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.
- 3.2.1 Termination for Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or Goods or Services satisfactorily performed or delivered.
- 3.2.2 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.3 Termination for Breach: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Goods or Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall provide to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of Goods or Services that each Participating Entity has purchased and paid in full under this Master Goods or Services Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606

Email: support@civicmarketplace.com

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Services Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Goods or Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXSHARE calculated as a percentage of sales processed through the TXSHARE Master Services Agreement. This administrative fee is not an added cost to TXSHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXSHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Goods or Services through the TXSHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to provide the Goods or perform Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII

CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, Goods or Services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that

- 8.1.1 is or becomes part of the public domain through no act or omission of Contractor;
- 8.1.2 was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity;
- 8.1.3 is lawfully disclosed to Contractor by a third party without restriction on disclosure;
- 8.1.4 is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or
- 8.1.5 is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made.

Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Fortiline Waterworks
Attn: Amado Rodriguez
5800 E. Belknap St.
Haltom City, TX 76111
(817) 718-6812
Amado.rodriguez@fortiline.com

9.1.1 **If your sales point of contact is different than the above, please provide the following information:**

Contact Name: _____
Phone: _____
Email: _____

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization’s use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG’s affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) (collectively, “Losses”) arising out of or relating to:

- 9.3.1 Goods or Services performed and carried out pursuant to this Agreement;
- 9.3.2 breach of any obligation, warranty, or representation in this Agreement,
- 9.3.3 the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or
- 9.3.4 any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify,

or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

- 9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

Minimum \$1,000,000 per occurrence;
\$3,000,000 General Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.2.4 Attachment of Endorsement CG 20 10- additional insured e. All other endorsements shall require prior approval by the NCTCOG.

9.5.3 Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles.

9.5.3.1 **Required Limit:**
\$1,000,000 combined single limit each accident.

9.5.4 **Professional Errors and Omissions liability (if applicable):**

9.5.4.1 **Required Limits:**
\$1,000,000 Each Claim
\$1,000,000 Policy Aggregate

- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any appendices/amendments, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal

and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the Goods or Services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance.**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 10.12 **Disadvantaged Business Enterprise Program Requirements.** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*
- 10.13 **Pertinent Non-Discrimination Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- 10.13.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - 10.13.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 - 10.13.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - 10.13.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - 10.13.5 The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - 10.13.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - 10.13.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
 - 10.13.8 Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - 10.13.9 The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - 10.13.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

10.13.10.1 Executive Order 13166, Improving Access to Goods or Services for Persons with Limited English proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

10.13.10.2 Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts.

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

10.14.1 Receive payments from state funds under a contract to provide property, materials or Goods or Services; or

10.14.2 Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification. If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest. The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or Goods or Services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast

a vote on the provision of Goods or Services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

- 10.17 **Certification of Fair Business Practices.** That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.
- 10.18 **Certification of Good Standing Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.
- 10.19 **Prohibition on Certain Telecommunications and Video Surveillance Goods or Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or Goods or Services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and Goods or Services as prohibited by 2 CFR §200.216 and §200.471. Contractor has certified its compliance with the requirements of Section 889 of the National Defense Authorization Act (NDAA) through execution of the “Prohibited Telecommunications and Video Surveillance Goods or Services or Equipment Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these

requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

- 10.21 **Boycotting of Certain Energy Companies.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor has certified its compliance with applicable laws regarding the prohibition of boycotting certain energy companies through execution of the “Boycotting of Certain Energy Companies Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.23 **Termination for Convenience**

See Section 3.2.1

10.24 **Trafficking in Persons**

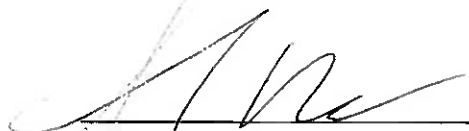
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

- 10.25 **Whistleblower Protection.** PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

- 10.26 **Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Fortiline Waterworks

 11/21/25
Signature Date

Amado Rodriguez
Printed Name

Municipal Sales
Title

North Central Texas Council of Governments

Signed by: Todd Little 12/15/2025
 349D83294E7946E...
Signature Date

Todd Little
Executive Director

APPENDIX A
Statement of Work



Municipal Line Card*

Adapters

Brass, Copper, Service Fittings, PVC, Water, Sewer, PVC, DIP, HDPE, CMP, PE Corrugated Pipe, Steel, ACP

Air Valves

Water, Sewer, FM, Reclaim

Back Flow Preventors

DBL Check, Reduce Pressure, Detector Check, Reduce Detector, Single Check

Ball Valves

PVC, Steel, Bronze, Brass, Stainless Steel

Boxes - Meter Boxes and Vaults

Concrete, C.I., D.I., HDPE, Plastic, Polymer, Fiber-Reinforced Polyester, Aluminum, Valve, Trench Box

Brass

Compression Fittings, Corp. Stops, Ball Valves, Meter Valves, Adapters, Meter Yoke, Couplings, Screwed Fittings, Nipples, Valves

Couplings

C.I., PVC, Galv., Brass, Copper, Compression, Steel, Clamps, Flexible, Rubber, PE Pipe, Transition, Sewer, Water, Gas, HDPE

Diamond Blades - Core Bits

Concrete and Asphalt, Wet or Dry Cut, D.I., PVC, Steel, HDPE, PE

Ductile Iron Fitting

MJ, FLG, Push-On Fitting, Restraints, Pipe, Valves, Hydrant, Frame & Grates, Rings & Covers

Fire Hydrants

Wrenches, Test, Gauges, Accessories, Tees, Valves, Flow Recorder, Meter, Extensions

Gate Valves

MJ, Flange, Push-On, Butterfly, DI, PVC, CI, Bronze, Stainless Steel

Gauges

Pressure Testing, Hydrant Testing, Meter, All Types

Generators

All Varieties of Wattage Available, Gas, Diesel, Propane

Hand Pumps

Manual, Electric, Battery

Manhole

Cover and Frame, Rings, Steps, Hydraulic Cement, In low Protector, Cushions, Cover Hooks

Manhole Adjusting Rings

C.I., D.I., Polymer, Steel

Pipe

Ductile Iron, Cast Iron, Tubing, PVC, Galv., Copper, Brass, HDPE, Concrete, CMP, PE Corrugated, Steel

Pipe Accessories

Clamps, Cleaning Machines, Copper, Couplings, Cutter, Dies, Extractor Fittings, Locators, Nipples, Service Clamps, Repair Clamps, Supports, Hangers, Thread Compound, Tongs, Valves, Vises, Wrenches, Lube, Pipe Bar, Chain, Straps, Cable, Scrappers, Beveling

Pipe Locators

PVC Couplings

Rubber Couplings, Donuts, Shier Couplings

Repair Clamps

Full Circle, All Stainless, Handy Band, Bell Joint, Water, Gas, Sewer

Saddles

Pipe, Water, Sewer, Service, Quick Taps, Galv., Brass, Stainless Steel, Epoxy, Nylon, D.I., Steel, Double Strap, Single Strap

Sewer

Cleaning Equipment, Fittings, Rods, Augers, Corkscrews, Couplings, Tools, Valves, Rodding Machine, Solvent, Smoke Bomb, Dye, Cover Hook

Tapping

Compound, Machine, Saddles, Sleeves, Valves

Tools

Drilling Machine, Flaring Tools, Meter Setting, Shut-Off, Pipe Cutting, Pipe Assembly, Sewer Cleaning, Beveling, Shovels, Pipe Bar, Pipe Wrenches Strap, MJ Wrenches, Ratchet Wrenches, Valve Wrenches, Hydrant Wrenches, Hammers, Manhole Cover Hooks, Probes, Speed Wrenches

Water Meters

Turbine Compound, Disc, Gallons, Cubic Ft., Bronze, Strainers, Meter Boxes, Locks, Yoke Boxes, Service Material, Setters, Wrenches, Idlers, Couplings, Valves, Adapters, Bypasses

*For full product offering, contact your Fortiline Representative

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

This RFP is soliciting innovative proposals on behalf of TXShare membership from qualified vendors to deliver catalog contracts **offering waterworks and wastewater construction materials.**

The goal of this RFP is to establish contracts with multiple qualified vendors to provide goods and services to municipalities, counties, school districts, and other government agencies on an as-needed basis. Successful vendors will have the opportunity to serve a broad range of public entities and respond flexibly to varying needs across participating organizations. These government agencies on an as-needed basis with the goods or services listed below:

Category #1: Fire Hydrants

Category #2: Valves

Category #3: Service Line Taps & Stops

Category #4: Valves Stacks and Boxes

Category #5: Water Line Pipe, Fittings, and Appurtenances

Category #6: Sewer Line Pipe, Fittings, and Appurtenances

Category #7: Manholes And Cleanouts

Category #8: Clamps & Brass Fittings

Category #9: Other Ancillary Goods or Services

5.0.1 Purpose

TXShare members may utilize any awarded contract on an as-needed basis. This is a solicitation for **goods**, so your proposal shall describe your product lines, preferably through a link to your online catalog. You may select any category, or combination of categories, and shall describe what specific items within the category you are proposing to offer.

5.0.2 Category Offer

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide all or part of the requested goods or services. A proposal will be evaluated only for the goods or services it offers.

5.0.3 You are asked to provide in your proposal a percentage discount off of your list price and a copy of your current price list.

5.0.4 Unless otherwise specified, the specifications of the items herein are intended to be non-proprietary and should be construed as such. Any catalog numbers, brand names, manufacturer product or reference numbers used in the item specifications in this RFP are intended to be descriptive, not restrictive. These references, as well as “approved brands and/or models” listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

IMPORTANT: In your proposal narrative you are to answer all the questions listed in Sections 5.1 and 5.2. Number your responses according to the questions. In addition, you should provide any additional information about your services and your company that you feel will explain why you are the most qualified provider.

5.1 TECHNICAL SPECIFICATIONS

Note: You understand that there is no specific order to be filled at this time. Orders will be placed at the Customer's discretion on an as-needed basis. There is no obligation on the part of any Customer to utilize any of the contracts awarded as a result of this solicitation.

The Contractor shall furnish all labor, tools, equipment, materials, and supplies required to effectively perform the services or provide the goods in accordance with the specifications described herein. All freight, service call fees, travel time or mileage is the responsibility of the Contractor **unless** explicitly stated otherwise in your proposal to be an additional cost to the customer.

The intent of this RFP is to establish a contract/s for the purchase of **various types of water & wastewater system construction materials** as part of the TXShare Cooperative Purchasing Program. Under the SHARE program, any public entity or non-profit can use the SHARE contract and its selected vendor(s) and pricing to pursue their own projects. A vendor is encouraged to market their products or services to any public sector or non-profit group in the Nation that they'd like to do business with.

The desired outcome of this RFP is to capture catalog-option contracts awarded to retain a vendor or vendors to supply materials commonly used in the maintenance, repair, and in-house construction of government owned water and sewer systems.

The examples listed are for information purposes and are not all inclusive. Respondents are welcome to offer "equals", but they are subject to Customer approval. If you're offering an equivalent item, be sure to include a link to the manufacturer's specs and any other info the Customer would need to review it properly. It's up to the respondent to show that it meets the same standards as what's listed.

5.1.1 Category #1: Fire Hydrants

To include all types and sizes of fire hydrants.

Examples:

- Mueller "Super Centurion 250"
- Kennedy "K81D Guardian"
- Clow "Medallion"
- American AVK Series 2780
- East Jordon Iron Works – EJ WaterMaster 5CD250 – University Park Hydrant

Category #2: Valves

Includes standard valves, air release valves, combination air & vacuum valves.

Examples:

Valves

- Clow Resilient Wedge
 - Mueller Resilient Wedge
 - American Darling Resilient Wedge
 - U.S. Pipe & Foundry "Metro-Seal" Resilient Wedge
 - American Flow Control – Series 2500 Resilient Wedge Valve
 - American AVK Resilient Seated Gate Valve Series 25, 2" – 12"
 - Kennedy KW-RS Resilient Seated Gate Valve, 2" – 12"
 - American Darling Butterfly
 - Mueller Butterfly
 - Pratt Butterfly
- **2" valves will be FIP, screw end with 2" square operating nut****

Valves – Air Release/Combination Air & Vacuum

- Iowa F-3066 Air Release
- Golden Anderson Figure 950 – Kinetic Custom Combination Air Valve
- A.R.I. D-040 Combination Air Valve
- A.R.I. D-040-I D-040-V D-040-NS Combination Air Valve – One Way
- A.R.I. D-020 Combination Air Valve for Wastewater
- A.R.I. D-021 Combination Air Valve for Wastewater – Mini

Category #3: Service Line Taps & Stops

Includes corporation stops, angle stops, tapping sleeves, and service saddles.

Examples:

Corporation stops

- Mueller “b-25008” corporation stop - cc thread x, cts compression for 3/4” and 1”
- Ford “fb1000-3-q for 3/4” and “fb1000-4-q” – 1”

Angle stops

- Mueller “B24258” for 3/4” & 1” and “B-24276” on 1 ½”- 2”
- Compression x Meter Swivel Nut on 3/4” & 1” and Compression x Meter Flange on 1 ½”- 2”
- Ford “BA43-332WQ” on 3/4” & “BA43-444-WQ” on 1” & “BFA43-777-WQ” on 1-1/2” & 2”
- Compression x Meter Swivel Nut on 3/4” & 1” and Compression x Meter Flange on 1 ½” & 2”
- Mueller “B24265” - 3/4” & 1” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford “BA13-332W – 3/4” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford “BA13-444W – 1” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Mueller “B24276 – 1-1/2” Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2”)
- Ford “BFA43-666WQ” – 1-1/2” Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2”)

Sleeves

- Mueller H-304SS Tapping Sleeve w/ Stainless Steel Flange
- Mueller H-304MJ Tapping Sleeve w/ Stainless Steel Flange
- Dresser Style 630 Heavy Stainless Steel Tapping Sleeve
- PowerSeal Model 3490 Stainless Steel Tapping Sleeve
- PowerSeal Model 3490MJ Stainless Steel Tapping Sleeve
- Ford All Stainless Tapping Sleeve Style FTSS
- Ford All Stainless Tapping Sleeve Style FTSS-MJ
- Smith–Blair 665 Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Smith–Blair 665MJ Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Romac Industries, SST III
- Romac Industries, SST III-MJ

Saddles

- Dresser Style 291 Doublewide Stainless Steel Strap Service Saddle
- Mueller DR2S Series Double Strap Ductile Iron Saddle
- PowerSeal Model 3417 Ductile Iron Saddle with Straps
- Smith–Blair “317” Double Stainless Steel Strap Saddle
- Ford “FC202” Nylon Coated Double Strap Saddle
- Romac “202N” Double Strap Service Saddle
- JCM 406 Double Stainless Strap Coated Service Saddle – 1” thru 12”

Category #4: Valves Stacks and Boxes

Includes valve stacks, valve boxes, and meter boxes.

Examples:

- Bass & Hays Pattern #340-1 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Bass & Hays Complete Box (2436-S) with Drop Lid
- Tyler Union #6895 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Tyler Union Complete Box (Screw Type #6850) with Drop Lid
- AccuCast Shorty Valve Box, Model #115002 (C-900/SDR-26 Pipe for the Stacks)
- AccuCast Standard Valve Box, Model #111100
- Sigma "Shorty" Valve Box (C-900/SDR-26 Pipe for the Stacks)

Meter Boxes

- Bass & Hays – P34TD18 (round box)
- B2O – 18PGMB (round box)
- EGW – White Rhino Meter Box WRMC 1818 (round box)
- DFW Plastics – DFW 1324C-18-IBAF (large box)
- DFW Plastics – DFW 1324B-18-BODY (large box – body only, no lid)
- DFW Plastics – DFW 321-31-65 (large box – ductile iron lid only for 1324 box)
- Bass & Hays – PMSBC1(1324-LID1) – (large box lid for DFW 1324 box)

Category #5: Water Line Pipe, Fittings, and Appurtenances

Includes ductile iron fittings (C110 or C153), restraint glands, water line pipe, and appurtenances.

Examples:

- Type "H" Rigid Copper (2")
- Type "K" Soft Copper (smaller than 2")
- C-900 PVC – (CL305 DR14, 6" – 12")
- C-909 PVC – (CL305 DR14)
- C905 PVC Pipe – DR18 (235 psi – 16"+)
- DI – (CL50 & CL51, >16")
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1" and 2" only)
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1" and 2" only) with Endotrace or equivalent electronic tracing capabilities
- PVC--ASTM D3139, ASTM F477
- Ford pipe inserts (1" and 2"—51, 52, 55)
- DI—ANSI/AWWA C111/A21.11
- Uni-Flange Series 1400 for 4" thru 12" (Ductile) & Series 1500 for 4" thru 12" (PVC)
- EBAA Iron 1100 Series Megalug – Ductile Iron
- EBAA Iron 2000PV Series Megalug – C900
- Stargrip Series 4000 – C900 PVC
- Stargrip Series 3000 – D.I. Pipe
- Sigma – One Lok for C900/905 Pipe
- Tyler Union – Series 1500 Dual Wedge for PVC, Ductile & HDPE
- Tyler Pipe Products
- Clow Products
- Star Pipe Products
- Sigma/Napco Products
- Griffin Pipe Products

Category #6: Sewer Line Pipe, Fittings, and Appurtenances

Includes sewer line pipe, joints, manholes, and cleanouts.

Examples:

- SDR-35 PVC (4"-15"-ASTM D3034, 18" and greater—ASTM F679)
- SDR-26 PVC (CL160 ASTM D2241 "PRESSURE PIPE")

- SDR-35—ASTM D3212
 - (i) Napco G-Series Gasketed Fittings (GRAVITY)
 - (ii) Napco H-Series Gasketed Fittings (NON-PRESSURE RATED)
- SDR-26—JOINTS—ASTMD3139, GASKETS—ASTMF477
 - (i) Napco T-Series IPS Gasketed Fittings (PRESSURE RATED)

Category #7: Manholes And Cleanouts

Includes precast & fiberglass manholes, and cleanouts.

Examples:

Manholes

- Forterra Precast Sanitary Manhole
- LF Manufacturing Fiberglass Manhole
- Bass & Hays 3011” #400 Sanitary Sewer Cover
- JM Eagle Wastewater Access Chamber 6”-12”
- Or Approved Equal

Cleanouts

- Bass & Hays Bolted cleanout cover

Category #8: Clamps & Brass Fittings

Includes stainless clamps, brass fittings, connectors, and other brass-related items not covered in other categories.

Examples:

No Lead Brass

- Mueller
- Ford
- A.Y. McDonald
- Cambridge

Full Circle, Stainless Steel Repair Clamps

- Ford Style F1
- Dresser Style 360 Repair Clamp
- Smith Blair Style 226
- Romac Industries, CL1
- PowerSeal 3141

Category #9: Other Ancillary Goods or Services

Use this category to list any other related items you wish to offer that do not fall under the previous categories.

r's

APPENDIX A.1
Discounts on Pricing for TXShare Cooperative Purchase Program Participants

EXHIBIT 1 - WORKSHEET

PROPOSED DISCOUNT FOR RFP #2025-116

Category #1: Fire Hydrants		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) YES

****Provide a link to your catalog product offering:** _____

1

Describe Your Category Offerings & Discount Below:

Fire Hydrants	<u>42</u> %
---------------	-------------

If your discount varies by subcategory, list those subcategories Below*:

A	M&H M129	<u>42</u> %
B	EJ Watermaster	<u>42</u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #2: Valves		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) YES

****Provide a link to your catalog product offering:** _____

2 Describe Your Category Offerings & Discount Below:

Resilient and Buterfly Valves	<u> 40 </u> %
-------------------------------	-----------------

If your discount varies by subcategory, list those subcategories Below*:

A	M&H Resilient Valves	<u> 40 </u> %
B	East Jordan Resilient Valves	<u> 40 </u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #3: Service Line Taps & Stops		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) __Yes _____

**Provide a link to your catalog product offering: _____

3 Describe Your Category Offerings & Discount Below:

Corps stops, angles stops, Tapping sleeves, Tapping Saddles	__30_____%
---	------------

If your discount varies by subcategory, list those subcategories Below*:

A	Ford Meter Box	__30_____%
B	AY McDonald	__28_____%
C	Romac	__35_____%

*You may add additional pages if you are proposing additional subcategories.

Category #4: Valves Stacks and Boxes		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) ____NO____

**Provide a link to your catalog product offering: _____

4

Describe Your Category Offerings & Discount Below:

	_____%
--	--------

If your discount varies by subcategory, list those subcategories Below*:

A	_____%
B	_____%
C	_____%

*You may add additional pages if you are proposing additional subcategories.

Category #5: Water Line Pipe, Fittings, and Appurtenances

Item	Description	% Discount Off Your Current List Price
------	-------------	--

Can you provide this product? (Y/N) ____ Yes _____

**Provide a link to your catalog product offering: _____

5 Describe Your Category Offerings & Discount Below:

DIP Fittings, restraints glands, Acc Packs	____ 40 ____ %
--	----------------

If your discount varies by subcategory, list those subcategories Below*:

A	SIP	____ 40 ____ %
B	SIGMA	____ 40 ____ %
C	TYLER	____ 40 ____ %

*You may add additional pages if you are proposing additional subcategories.

Category #6: Sewer Line Pipe, Fittings, and Appurtenances		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) ____YES____

****Provide a link to your catalog product offering:** _____

6 Describe Your Category Offerings & Discount Below:

SDR35, SDR26HW Fittings	____5____%
-------------------------	------------

If your discount varies by subcategory, list those subcategories Below*:

A	Westlake	____5____%
B		_____%
C		_____%

*You may add additional pages if you are proposing additional subcategories.

Category #7: Manholes And Cleanouts		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) ____NO____

**Provide a link to your catalog product offering: _____

7

Describe Your Category Offerings & Discount Below:

	_____%
--	--------

If your discount varies by subcategory, list those subcategories Below*:

A	_____%
B	_____%
C	_____%

*You may add additional pages if you are proposing additional subcategories.

Category #8: Clamps & Brass Fittings		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Yes

****Provide a link to your catalog product offering:** _____

8

Describe Your Category Offerings & Discount Below:

Rep Clamps and Brass Fittings	____40____%
-------------------------------	-------------

If your discount varies by subcategory, list those subcategories Below*:

A	Ford Meter Box	____40____%
B	Romac Industries	____40____%
C		_____%

*You may add additional pages if you are proposing additional subcategories.

Category #9: Other Ancillary Goods or Services		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) ____ Yes _____

**Provide a link to your catalog product offering: _____

9 Describe Your Category Offerings & Discount Below:

Reed Tools, Krauz	____5____%
-------------------	------------

If your discount varies by subcategory, list those subcategories Below*:

A	Hymax	__5____%
B	Reed Tools	____5____%
C		_____%

*You may add additional pages if you are proposing additional subcategories.

** If you cannot provide a catalog link for the items you are proposing in each category, please include a copy of your printed catalog with this worksheet.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Fortiline Waterworks		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
		Only North Central Texas	
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all fifty (50) states.		
	Will service all fifty (50) states	Will not service fifty (50) states	
	If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.		
	If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.		
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

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21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

APPENDIX A.3
Categories Awarded

Fortiline Waterworks

EXHIBIT 1 (REVISED)

CATEGORIES OFFERED

- **CATEGORY OFFERING:**

Please place a checkmark next to each Category that you are offering in your proposal:

☒ **Category #1: Fire Hydrants**

☒ **Category #2: Valves**

☒ **Category #3: Service Line Taps & Stops**

☐ **Category #4: Valves Stacks and Boxes**

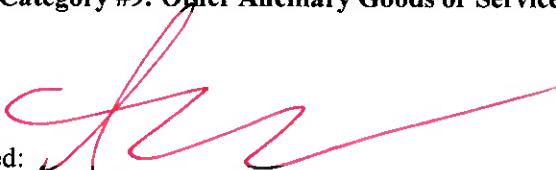
☒ **Category #5: Water Line Pipe, Fittings, and Appurtenances**

☒ **Category #6: Sewer Line Pipe, Fittings, and Appurtenances**

☐ **Category #7: Manholes And Cleanouts**

☒ **Category #8: Clamps & Brass Fittings**

☒ **Category #9: Other Ancillary Goods or Services**

Signed:  _____

Date: 11-3-25

APPENDIX A.4

Attestations

ATTACHMENT I**FORM COG07-25(A1)
INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL****Compliance with the Solicitation**

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Compliance with the NCTCOG Standard Terms and Conditions

By signing its submission, Offeror acknowledges that it has read, understands and agrees to comply with the **NCTCOG** standard terms and conditions.

Acknowledgment of Insurance Requirements

By signing its submission as applicable, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within **ten (10)** working days following notification of its offer being accepted; otherwise, **NCTCOG** may rescind its acceptance of the Offeror's proposals. The insurance requirements, if required, are outlined in the General Terms and Conditions.

Name of Organization/Contractor(s):

Fortilme Waterworks

Signature of Authorized Representative:

[Signature]

Date:

10/14/25

ATTACHMENT II**FORM COG07-25(B1)
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I Amado Rodriguez, (typed or printed name) certify that I am the Municipal Sales (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Name of Organization/Contractor(s):

Fort. Line Waterworks

Signature of Authorized Representative:

[Signature]

Date: 10/14/25

ATTACHMENT III**FORM COG07-25(C1)
RESTRICTIONS ON LOBBYING CERTIFICATION**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding **one hundred thousand dollars (\$100,000)** at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of **one hundred thousand dollars (\$100,000)** to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding **one hundred thousand dollars (\$100,000)**, NCTCOG requires its subcontractors of that grant to file a certification that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **ten thousand dollars (\$10,000)** and not more than **one hundred thousand dollars (\$100,000)** for each such failure.

Name of Organization/Contractor(s):

Fort Line Waterworks

Signature of Authorized Representative:

[Signature]

Date: 10/14/25

ATTACHMENT IV**FORM COG07-25(D1)****DRUG-FREE WORKPLACE CERTIFICATION**

The Fertiline Waterworks (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the Fertiline Waterworks (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76), and the U.S. Department of Transportation (49 CFR Part 90), the Federal Transit Administration (41 U.S.C 702) and the Federal Highway Administration (49 CFR Part 32).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;
 Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
 Notifying the Board within **ten (10)** days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Fertiline Waterworks

Signature of Authorized Representative:

[Signature]

Date:

10/14/25

ATTACHMENT V**FORM COG07-25(E1)
CONFLICTS OF INTEREST DISCLOSURE**

Purpose: The purpose of the Conflict of Interest Disclosure is to protect the North Central Texas Council of Governments' (NCTCOG) interest when it is contemplating entering into a contractual arrangement by ensuring a fair and unbiased selection process. This disclosure helps mitigate the risk of real or perceived conflicts of interest for members of the selection committee regarding personal interests in the selection of a proposer.

Definitions: For the purpose of this policy the following terms shall have the following meanings:

“Conflict of Interest” shall mean any situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. Examples of conflict of interest include:

- Is currently employed by, or is a consultant to or under contract with NCTCOG; or,
- Is negotiating or has an arrangement concerning future employment or contracting with NCTCOG.

“Financial interest” shall mean any person who has, directly or indirectly, through business, investment, or family relationship any of the following:

- An ownership or investment interest in any entity with which NCTCOG has a transaction or Contractual arrangement; or,
- A compensation arrangement with any entity or individual with which the NCTCOG has a transaction or Contractual arrangement; or,
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NCTCOG is negotiating a transaction or arrangement.

“Business Relationship” shall mean a connection between two or more parties based on commercial activity of one of the parties. The term does not include connection based on:

- 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; or,
- A transaction conducted at a price and subject to terms available to the public; or,
- 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.

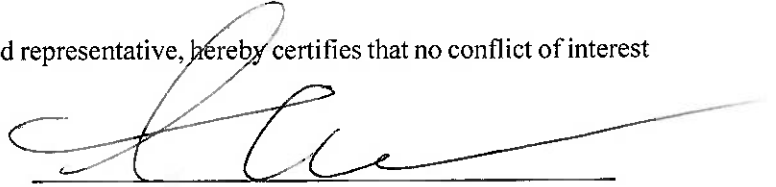
Determining Whether a Conflict of Interests Exists: A conflict of interest exists if an employee of the proposing firm has a real or perceived financial interest or may receive personal benefit because of their decision with regards to NCTCOG'S selection process. All proposal team members are required to disclose any conflict of interest to NCTCOG for review. As part of NCTCOG'S review, NCTCOG may request to discuss the conflict of interest with the proposal team member.

CONFIDENTIAL

STATEMENT OF DISCLOSURE

The entity identified below, through its authorized representative, hereby certifies that no conflict of interest exists herein:

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Amado Rodriguez

NAME OF COMPANY:

Fertiline Waterworks

DATE:

10/14/25

ATTACHMENT VI

**FORM COG07-25(F1)
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found liable for unfair business practices in a civil or criminal judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found liable for unfair business practices in a civil or criminal judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Faithful Waterworks

Signature of Authorized Representative:

[Signature]

Date: 10/14/29

ATTACHMENT VII

FORM COG07-25(G1)
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

X

The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

☐

Sole Proprietor

☐

Partnership

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

Amado RODRIGUEZ / Municipal Sales
 (Printed/Typed Name and Title of Authorized Representative)

Signature

Date:

10/14/25

ATTACHMENT VIII**FORM COG07-25(H1)
REQUIRED STATE CLAUSES CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and Texas Government Code sections 2271-2276, for required state clauses:

- a. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- b. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. The **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- c. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. The **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

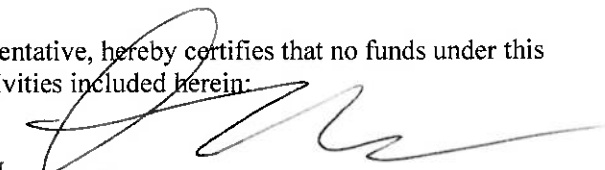
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended for any of the activities included herein:

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



Amado Rodriguez
Fortiline Waterworks
10/14/25

ATTACHMENT IX**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
FORM COG07-25(I1)****CERTIFICATION REGARDING DELINQUENT CHILD SUPPORT
(only to be completed by FOR-PROFIT agencies)**

SECTION 82. SEC. 231.006, Family Code as added by House Bill 655: INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENTS ON STATE CONTRACT:

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
- (g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be

cost effective.

- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

Agency name: FORTILINE WATERWORKS

[Signature]
Signature of authorized representative

Municipal Sales
Title of authorized representative

10/14/25
Date

ATTACHMENT X

FORM COG07-25(J3)

NCTCOG FEDERAL REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

1. **Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, and religion.
2. **Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.450. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. **Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.

9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The PROVIDER agrees that it is not providing NCTCOG with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. PROVIDER shall certify its compliance through execution of the Contract. The PROVIDER shall pass these requirements down to any of its contractors funded under this Agreement. The PROVIDER shall notify NCTCOG if the PROVIDER cannot comply with the prohibition during the performance of this Agreement.

10. Domestic Preference. As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Termination For Convenience. The PROVIDER may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

12. Trafficking in Persons. PROVIDER agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the PROVIDER, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the PROVIDER (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the PROVIDER indicates a violation of the applicable prohibitions.

13. Whistleblower Protection. PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

14. Internal Controls. The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in

compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

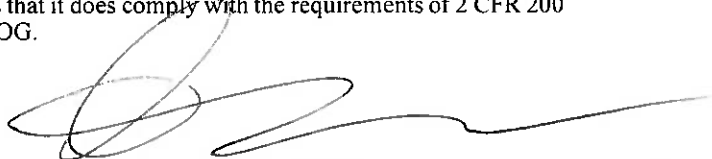
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:


 AMADO RODRIGUEZ
 FORTILINE WATERWORKS
 10/14/25

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

ATTACHMENT XI

HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB companies should identify themselves and submit a copy of their certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this solicitation.
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

- ☒ Minority-Owned Business Enterprise
☐ Women-Owned Business Enterprise
☐ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Amado Rodriguez
Typed Name

10/14/25
Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in

_____(city), _____(county), _____(state).

SEAL

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

ATTACHMENT XII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

2 CFR Part 180 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative Agreements, or third-party contracts. **NCTCOG** has elected to include the requirements of the 2 CFR Part 180 in all third-party contracts for federal funds. A certification process has been established as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. **NCTCOG** will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative Agreement, as appropriate, a certification for a lower-tier participant. In general, lower-level employees or procurements of less than **twenty-five thousand dollars (\$25,000)** will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than **twenty-five thousand dollars (\$25,000)** with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party Contract to complete the certification for itself and its principals.

If an applicant for a grant or cooperative Agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the Federal Government, **NCTCOG** may terminate the grant or subcontract, the underlying grant or cooperative Agreement for cause or default.

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 2 CFR Part 180 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction; and,
- any procurement contract for goods or services when the estimated cost is **twenty-five thousand dollars (\$25,000)** or more; and,
- any procurement contract for goods or services between the contractor and a person, regardless of the amount under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A procurement transaction is the process of acquiring goods and services.

A nonprocurement transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

**A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED FUNDING
AGENCY REPRESENTATIVES UPON REQUEST.**

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

_____ being duly
(Name of Certifying Official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither
_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment; and,
- declared ineligible; and,
- or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

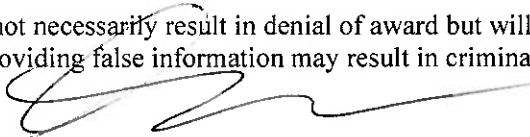
EXCEPTIONS:

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Signature of Certifying Official

Title

Date of Certification


Municipal Sales
10/14/25



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

DATE: January 20, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of utilizing a Utility Construction Materials contract with Core & Main LP for the purchase of water line parts and materials, in the amount of \$65,000 annually through NCTCOG TXShare cooperative agreement; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with three one-year renewal options.**

BACKGROUND: The Public Works Utility Line Maintenance (ULM) Division would like to utilize the North Central Texas Council of Governments TXShare master agreement #2025-116 for the purchase of materials and parts for utility line repairs. This contract would be utilized to purchase brass fittings, saddles, clamps, fire hydrants, couplings, pipe, and other various products for water line repairs and replacements.

The Public Works ULM Division has previously purchased parts and materials from Core & Main LP for the past ten years. Core & Main offers excellent customer service and provides high-quality parts that are manufactured and produced in the United States of America. All parts and materials meet the Town's standard specifications.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Not to approve would delay the purchase order.

FISCAL IMPACT: \$65,000.00

Proposed Expenditure/(Revenue)
\$65,000.00

Account Number(s):
200-690-92320-4311
200-690-92330-4306

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Core & Main Contract

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

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-116

for

Waterworks and Wastewater Construction Materials

THIS MASTER GOODS SERVICES AGREEMENT ("**Agreement**"), effective the last date of signed approval ("**Effective Date**"), is entered into by and between the

North Central Texas Council of Governments
(**"NCTCOG"**)

a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Core & Main LP

(**"Contractor"** or **"Provider"**)

ARTICLE I

RETENTION OF THE CONTRACTOR

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Goods or Services to governmental entities participating in the TXShare program (hereinafter "**Participating Entities**"). The Contractor is being retained to provide Goods or Services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the Statement of Work (Appendix A) described herein and in the Request for Proposals #2025-116 (hereinafter, "**RFP**"). The Contractor demonstrated they have the resources, experience, and qualifications to provide the Goods or Services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide Goods or Services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

ARTICLE II

SCOPE OF GOODS OR SERVICES

- 2.1 The Contractor will provide Goods or Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Goods or Services rendered under this Agreement will be performed by the Contractor:

- 2.2.1 with due care;
 - 2.2.2 in accordance with generally prevailing industry standards;
 - 2.2.3 in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and
 - 2.2.4 in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Goods or Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 The Contractor may expand its designated Goods or Services area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated Goods or Services area(s). NCTCOG reserves the right to publish or update Goods or Services area information for public awareness and contract administration purposes.
- 2.5 **Discounts for Items in Appendix A.1.** Discounts for items in Appendix A.1 represent the minimum discount for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater discount, thus lower cost, for any item covered under this agreement.
- 2.6 **NCTCOG Obligations.** NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).
- 2.7 **Participating Entity Obligations.** Per Texas statute, to utilize the Goods or Services under this Agreement, the Participating Entity must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- At the Participating Entity's discretion, the Participating Entity may execute a Purchase Order and/or a supplemental agreement with the Contractor which will define the specific Goods or Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.8 **Contractor Obligations.** Contractor must be able to deliver, perform, install, and/or implement Goods or Services with the requirements and intent of RFP #2025-0116.
- 2.8.1 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of Goods or Services shall include, but not be limited to, items listed in Appendix A.
 - 2.8.2 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **November 30, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement may be automatically

renewed, at NCTCOG's sole discretion, for up to three (3) additional years. The Contractor shall be notified in writing if this agreement is not renewed.

- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG or Participating Entity respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the delivery of Goods or providing of Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of Goods or Services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 Termination for Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or Goods or Services satisfactorily performed or delivered.

3.2.2 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail. Upon termination for cause, the contractor will be entitled to payment for goods or Goods or Services satisfactorily performed or delivered.

3.2.3 Termination for Breach: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Goods or Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall provide to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of Goods or Services that each Participating Entity has purchased and paid in full under this Master Goods or Services Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
Email: support@civicmarketplace.com

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Services Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Goods or Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXSHARE calculated as a percentage of sales processed through the TXSHARE Master Services Agreement. This administrative fee is not an added cost to TXSHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXSHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Goods or Services through the TXSHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance

programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to provide the Goods or perform Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.
- 7.1.6 Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by NCTCOG hereunder. NCTCOG acknowledges that the Contractor is a distributor of materials only and therefore offers no additional warranties. THE NCTCOG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, Goods or Services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that

- 8.1.1 is or becomes part of the public domain through no act or omission of Contractor;
- 8.1.2 was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity;
- 8.1.3 is lawfully disclosed to Contractor by a third party without restriction on disclosure;
- 8.1.4 is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or
- 8.1.5 is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for

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any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Core & Main LP
Attn: Micheal L. Sisson
7197 Latham Drive
Richland Hills, TX 76118
(817) 401-9548
Micheal.sisson@coreandmain.com

- 9.1.1 **If your sales point of contact is different than the above, please provide the following information:**

Contact Name: _____
Phone: _____
Email: _____

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to:
- 9.3.1 Goods or Services performed and carried out pursuant to this Agreement;
- 9.3.2 breach of any obligation, warranty, or representation in this Agreement,

- 9.3.3 the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or
- 9.3.4 any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

- 9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

Minimum \$1,000,000 per occurrence;
\$3,000,000 General Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.2.4 Attachment of Endorsement CG 20 10- additional insured e. All other endorsements shall require prior approval by the NCTCOG.

9.5.3 **Comprehensive Automobile/Truck Liability:** Coverage shall be provided for all owned hired, and non-owned vehicles.

9.5.3.1 **Required Limit:**
\$1,000,000 combined single limit each accident.

9.5.4 **Professional Errors and Omissions liability (if applicable):**

9.5.4.1 **Required Limits:**
\$1,000,000 Each Claim
\$1,000,000 Policy Aggregate

9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

9.11 **Entire Agreement.** This Agreement and any appendices/amendments, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the Goods or Services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,

officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.

10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance.**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter

into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 10.12 **Disadvantaged Business Enterprise Program Requirements.** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*
- 10.13 **Pertinent Non-Discrimination Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- 10.13.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - 10.13.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 - 10.13.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - 10.13.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - 10.13.5 The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - 10.13.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - 10.13.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
 - 10.13.8 Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - 10.13.9 The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

10.13.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

10.13.10.1 Executive Order 13166, Improving Access to Goods or Services for Persons with Limited English proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

10.13.10.2 Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts.

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

10.14.1 Receive payments from state funds under a contract to provide property, materials or Goods or Services; or

10.14.2 Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification. If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest. The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in

whole or part by contractor or Department. Supplies, tools, materials, equipment or Goods or Services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of Goods or Services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

- 10.17 **Certification of Fair Business Practices.** That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.
- 10.18 **Certification of Good Standing Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.
- 10.19 **Prohibition on Certain Telecommunications and Video Surveillance Goods or Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or Goods or Services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and Goods or Services as prohibited by 2 CFR §200.216 and §200.471. Contractor has certified its compliance with the requirements of Section 889 of the National Defense Authorization Act (NDAA) through execution of the “Prohibited Telecommunications and Video Surveillance Goods or Services or Equipment Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor

shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

- 10.21 **Boycotting of Certain Energy Companies.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor has certified its compliance with applicable laws regarding the prohibition of boycotting certain energy companies through execution of the “Boycotting of Certain Energy Companies Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.23 **Termination for Convenience**

See Section 3.2.1

10.24 **Trafficking in Persons**

Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

- 10.25 **Whistleblower Protection.** PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

- 10.26 **Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

APPENDIX A
Statement of Work



Attn:

Charlie Oberrender, CPPB

Purchasing Agent

TXShare Purchasing Cooperative

Office: (817) 695-9289

coberrender@nctcog.org

616 Six Flags Drive | Arlington, TX 76011

10-14-25

Re: 2025-116 - Waterworks And Wastewater Construction Materials

Scope of Work

Core & Main LP is offering a discount off published list pricing for multiple different manufacturers and products that they produce per the bid specs. We understand that this is a minimum discount and that we can offer a better discount than what we bid. We are only offering these discounts to municipalities in the DFW area.

Thanks,
Micheal L Sisson
Municipal OSR

A handwritten signature in blue ink that reads "Micheal L. Sisson".

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

This RFP is soliciting innovative proposals on behalf of TXShare membership from qualified vendors to deliver catalog contracts **offering waterworks and wastewater construction materials**.

The goal of this RFP is to establish contracts with multiple qualified vendors to provide goods and services to municipalities, counties, school districts, and other government agencies on an as-needed basis. Successful vendors will have the opportunity to serve a broad range of public entities and respond flexibly to varying needs across participating organizations. These government agencies on an as-needed basis with the goods or services listed below:

Category #1: Fire Hydrants

Category #2: Valves

Category #3: Service Line Taps & Stops

Category #4: Valves Stacks and Boxes

Category #5: Water Line Pipe, Fittings, and Appurtenances

Category #6: Sewer Line Pipe, Fittings, and Appurtenances

Category #7: Manholes And Cleanouts

Category #8: Clamps & Brass Fittings Category

#9: Other Ancillary Goods or Services

5.0.1 Purpose

TXShare members may utilize any awarded contract on an as-needed basis. This is a solicitation for **goods**, so your proposal shall describe your product lines, preferably through a link to your online catalog. You may select any category, or combination of categories, and shall describe what specific items within the category you are proposing to offer.

5.0.2 Category Offer

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide all or part of the requested goods or services. A proposal will be evaluated only for the goods or services it offers.

5.0.3 You are asked to provide in your proposal a percentage discount off of your list price and a copy of your current price list.

5.0.4 Unless otherwise specified, the specifications of the items herein are intended to be non-proprietary and should be construed as such. Any catalog numbers, brand names, manufacturer product or reference numbers used in the item specifications in this RFP are intended to be descriptive, not restrictive. These references, as well as “approved brands and/or models” listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

5.05 Prices in the Contractor’s Category Offer are firm for one (1) year after the execution of the agreement. Thereafter, prices may be increased annually or otherwise based on manufacturer price increases. In the event of circumstances beyond the control of the Contractor, including but not limited to, government regulations, tariffs, and events of force majeure, the Contractor reserves the right to adjust prices upon thirty (30) calendar days’ notice.

IMPORTANT: In your proposal narrative you are to answer all the questions listed in Sections 5.1 and 5.2. Number

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your responses according to the questions. In addition, you should provide any additional information about your services and your company that you feel will explain why you are the most qualified provider.

5.1 TECHNICAL SPECIFICATIONS

Note: You understand that there is no specific order to be filled at this time. Orders will be placed at the Customer's discretion on an as-needed basis. There is no obligation on the part of any Customer to utilize any of the contracts awarded as a result of this solicitation.

The Contractor shall furnish all labor, tools, equipment, materials, and supplies required to effectively perform the services or provide the goods in accordance with the specifications described herein. All freight, service call fees, travel time or mileage is the responsibility of the Contractor **unless** explicitly stated otherwise in your proposal to be an additional cost to the customer.

The intent of this RFP is to establish a contract/s for the purchase of **various types of water & wastewater system construction materials** as part of the TXShare Cooperative Purchasing Program. Under the SHARE program, any public entity or non-profit can use the SHARE contract and its selected vendor(s) and pricing to pursue their own projects. A vendor is encouraged to market their products or services to any public sector or non-profit group in the Nation that they'd like to do business with.

The desired outcome of this RFP is to capture catalog-option contracts awarded to retain a vendor or vendors to supply materials commonly used in the maintenance, repair, and in-house construction of government owned water and sewer systems.

The examples listed are for information purposes and are not all inclusive. Respondents are welcome to offer "equals", but they are subject to Customer approval. If you're offering an equivalent item, be sure to include a link to the manufacturer's specs and any other info the Customer would need to review it properly. It's up to the respondent to show that it meets the same standards as what's listed.

5.1.1 Category #1: Fire Hydrants

To include all types and sizes of fire hydrants.

Examples:

- Mueller "Super Centurion 250"
- Kennedy "K81D Guardian"
- Clow "Medallion"
- American AVK Series 2780
- East Jordon Iron Works – EJ WaterMaster 5CD250 – University Park Hydrant

Category #2: Valves

Includes standard valves, air release valves, combination air & vacuum valves.

Examples:

Valves

- Clow Resilient Wedge
 - Mueller Resilient Wedge
 - American Darling Resilient Wedge
 - U.S. Pipe & Foundry "Metro-Seal" Resilient Wedge
 - American Flow Control – Series 2500 Resilient Wedge Valve
 - American AVK Resilient Seated Gate Valve Series 25, 2" – 12"
 - Kennedy KW-RS Resilient Seated Gate Valve, 2" – 12"
 - American Darling Butterfly
 - Mueller Butterfly
 - Pratt Butterfly
- **2" valves will be FIP, screw end with 2" square operating nut****

Valves – Air Release/Combination Air & Vacuum

- Iowa F-3066 Air Release
- Golden Anderson Figure 950 – Kinetic Custom Combination Air Valve
- A.R.I. D-040 Combination Air Valve
- A.R.I. D-040-I D-040-V D-040-NS Combination Air Valve – One Way
- A.R.I. D-020 Combination Air Valve for Wastewater
- A.R.I. D-021 Combination Air Valve for Wastewater – Mini

Category #3: Service Line Taps & Stops

Includes corporation stops, angle stops, tapping sleeves, and service saddles.

Examples:

Corporation stops

- Mueller “b-25008” corporation stop - cc thread x, cts compression for 3/4” and 1”
- Ford “fb1000-3-q for 3/4” and “fb1000-4-q” – 1”

Angle stops

- Mueller “B24258” for 3/4” & 1” and “B-24276” on 1 ½”- 2”
- Compression x Meter Swivel Nut on 3/4” & 1” and Compression x Meter Flange on 1 ½”- 2”
- Ford “BA43-332WQ” on 3/4” & “BA43-444-WQ” on 1” & “BFA43-777-WQ” on 1-1/2” & 2”
- Compression x Meter Swivel Nut on 3/4” & 1” and Compression x Meter Flange on 1 ½” & 2”
- Mueller “B24265” - 3/4” & 1” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford “BA13-332W – 3/4” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford “BA13-444W – 1” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Mueller “B24276 – 1-1/2” Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2”)
- Ford “BFA43-666WQ” – 1-1/2” Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2”)

Sleeves

- Mueller H-304SS Tapping Sleeve w/ Stainless Steel Flange
- Mueller H-304MJ Tapping Sleeve w/ Stainless Steel Flange
- Dresser Style 630 Heavy Stainless Steel Tapping Sleeve
- PowerSeal Model 3490 Stainless Steel Tapping Sleeve
- PowerSeal Model 3490MJ Stainless Steel Tapping Sleeve
- Ford All Stainless Tapping Sleeve Style FTSS
- Ford All Stainless Tapping Sleeve Style FTSS-MJ
- Smith–Blair 665 Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Smith–Blair 665MJ Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Romac Industries, SST III
- Romac Industries, SST III-MJ

Saddles

- Dresser Style 291 Doublewide Stainless Steel Strap Service Saddle
- Mueller DR2S Series Double Strap Ductile Iron Saddle
- PowerSeal Model 3417 Ductile Iron Saddle with Straps
- Smith–Blair “317” Double Stainless Steel Strap Saddle
- Ford “FC202” Nylon Coated Double Strap Saddle
- Romac “202N” Double Strap Service Saddle
- JCM 406 Double Stainless Strap Coated Service Saddle – 1” thru 12”

Category #4: Valves Stacks and Boxes

Includes valve stacks, valve boxes, and meter boxes.

Examples:

- Bass & Hays Pattern #340-1 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Bass & Hays Complete Box (2436-S) with Drop Lid
- Tyler Union #6895 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Tyler Union Complete Box (Screw Type #6850) with Drop Lid
- AccuCast Shorty Valve Box, Model #115002 (C-900/SDR-26 Pipe for the Stacks)
- AccuCast Standard Valve Box, Model #111100
- Sigma “Shorty” Valve Box (C-900/SDR-26 Pipe for the Stacks)

Meter Boxes

- Bass & Hays – P34TD18 (round box)
- B2O – 18PGMB (round box)
- EGW – White Rhino Meter Box WRMC 1818 (round box)
- DFW Plastics – DFW 1324C-18-IBAF (large box)
- DFW Plastics – DFW 1324B-18-BODY (large box – body only, no lid)
- DFW Plastics – DFW 321-31-65 (large box – ductile iron lid only for 1324 box)
- Bass & Hays – PMSBC1(1324-LID1) – (large box lid for DFW 1324 box)

Category #5: Water Line Pipe, Fittings, and Appurtenances

Includes ductile iron fittings (C110 or C153), restraint glands, water line pipe, and appurtenances.

Examples:

- Type “H” Rigid Copper (2”)
- Type “K” Soft Copper (smaller than 2”)
- C-900 PVC – (CL305 DR14, 6” – 12”)
- C-909 PVC – (CL305 DR14)
- C905 PVC Pipe – DR18 (235 psi – 16”+)
- DI – (CL50 & CL51, >16”)
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1” and 2” only)
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1” and 2” only) with Endotrace or equivalent electronic tracing capabilities
- PVC--ASTM D3139, ASTM F477
- Ford pipe inserts (1” and 2”—51, 52, 55)
- DI—ANSI/AWWA C111/A21.11
- Uni-Flange Series 1400 for 4” thru 12” (Ductile) & Series 1500 for 4” thru 12” (PVC)
- EBAA Iron 1100 Series Megalug – Ductile Iron
- EBAA Iron 2000PV Series Megalug – C900
- Stargrip Series 4000 – C900 PVC
- Stargrip Series 3000 – D.I. Pipe
- Sigma – One Lok for C900/905 Pipe
- Tyler Union – Series 1500 Dual Wedge for PVC, Ductile & HDPE
- Tyler Pipe Products
- Clow Products
- Star Pipe Products
- Sigma/Napco Products
- Griffin Pipe Products

Category #6: Sewer Line Pipe, Fittings, and Appurtenances

Includes sewer line pipe, joints, manholes, and cleanouts.

Examples:

- SDR-35 PVC (4”-15”-ASTM D3034, 18” and greater—ASTM F679)
- SDR-26 PVC (CL160 ASTM D2241 “PRESSURE PIPE”)

- SDR-35—ASTM D3212
 - (i) Napco G-Series Gasketed Fittings (GRAVITY)
 - (ii) Napco H-Series Gasketed Fittings (NON-PRESSURE RATED)
- SDR-26—JOINTS—ASTMD3139, GASKETS—ASTMF477
 - (i) Napco T-Series IPS Gasketed Fittings (PRESSURE RATED)

Category #7: Manholes And Cleanouts

Includes precast & fiberglass manholes, and cleanouts.

Examples:

Manholes

- Forterra Precast Sanitary Manhole
- LF Manufacturing Fiberglass Manhole
- Bass & Hays 3011” #400 Sanitary Sewer Cover
- JM Eagle Wastewater Access Chamber 6”-12”
- Or Approved Equal

Cleanouts

- Bass & Hays Bolted cleanout cover

Category #8: Clamps & Brass Fittings

Includes stainless clamps, brass fittings, connectors, and other brass-related items not covered in other categories.

Examples:

No Lead Brass

- Mueller
- Ford
- A.Y. McDonald
- Cambridge

Full Circle, Stainless Steel Repair Clamps

- Ford Style F1
- Dresser Style 360 Repair Clamp
- Smith Blair Style 226
- Romac Industries, CL1
- PowerSeal 3141

Category #9: Other Ancillary Goods or Services

Use this category to list any other related items you wish to offer that do not fall under the previous categories.

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APPENDIX A.1
Discounts on Pricing for TXShare Cooperative Purchase Program Participants

EXHIBIT 1 - WORKSHEET

PROPOSED DISCOUNT FOR RFP #2025-116

Category #1: Fire Hydrants		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

****Provide a link to your catalog product offering:** ATTACHING COPIES OF LIST SHEETS

1 Describe Your Category Offerings & Discount Below:

MUELLER, USP, AFC, AVK - HYDRANTS & HYDRANT PARTS	<u>5</u> %	
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If your discount varies by subcategory, list those subcategories Below*:

A	CLOW, MH, KENNEDY HYDRANTS & HYDRANT PARTS	CURRENT LIST SHEETS ARE OLD AND WE DON'T GET MUCH OF A DISCOUNT UNTIL THEY COME OUT WITH NEW SHEETS	<u>1</u> %	
B			<u> </u> %	
C			<u> </u> %	

*You may add additional pages if you are proposing additional subcategories.

Category #2: Valves		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

****Provide a link to your catalog product offering:** ATTACHING COPIES OF LIST SHEETS

2 Describe Your Category Offerings & Discount Below:

MUELLER, AFC VALVES & VALVE PARTS	<u>5</u> %	
-----------------------------------	------------	--

If your discount varies by subcategory, list those subcategories Below*:

A	MH VALVES & VALVE PARTS CURRENT LIST SHEETS ARE OLD AND WE DON'T GET MUCH OF A DISCOUNT UNTIL THEY COME OUT WITH NEW SHEETS	<u>1</u> %	
B		<u> </u> %	
C		<u> </u> %	

*You may add additional pages if you are proposing additional subcategories.

Category #3: Service Line Taps & Stops		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

**Provide a link to your catalog product offering: ATTACHING COPIES OF LIST SHEETS

3

Describe Your Category Offerings & Discount Below:

ROMAC, SMITH BLAIR, JCM SADDLES & SLEEVES	<u>5</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	FORD, MUELLER BRASS STOPS & SADDLES & SLEEVES	<u>10</u> %
B		<u> </u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #4: Valves Stacks and Boxes		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

**Provide a link to your catalog product offering: ATTACHING COPIES OF LIST SHEETS

4

Describe Your Category Offerings & Discount Below:

DFW METER BOXES	<u>5</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	TYLER VALVE BOXES	<u>10</u> %
B		<u> </u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #5: Water Line Pipe, Fittings, and Appurtenances		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

**Provide a link to your catalog product offering: ATTACHING COPIES OF LIST SHEETS

5

Describe Your Category Offerings & Discount Below:

TYLER FITTINGS & RESTRAINTS	<u>10</u> %
-----------------------------	-------------

If your discount varies by subcategory, list those subcategories Below*:

A	EBBA RESTRAINTS	<u>10</u> %
B	BRECCO COPPER CMC HOWELL LIST SHEETS - UPDATED WEEKLY	<u>52.50</u> %
C	JM, PIPE LIFE, DIAMOND, WESTLAKE, VINYLTECH PVC PIPE JM BLOCK SHEETS 417	<u>5</u> %

*You may add additional pages if you are proposing additional subcategories.

Category #6: Sewer Line Pipe, Fittings, and Appurtenances		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

****Provide a link to your catalog product offering:** ATTACHING COPIES OF LIST SHEETS

6

Describe Your Category Offerings & Discount Below:

MULTI FITTING & WESTLAKE PVC FITTINGS	<u>25</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	JM, PIPE LIFE, DIAMOND, WESTLAKE, VINYLTECH PVC PIPE JM BLOCK SHEETS 417	<u>5</u> %
B		<u> </u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #7: Manholes And Cleanouts		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

**Provide a link to your catalog product offering: ATTACHING COPIES OF LIST SHEETS

7

Describe Your Category Offerings & Discount Below:

TURNER CO PRECAST MANHOLES	<u>2</u> %
----------------------------	------------

If your discount varies by subcategory, list those subcategories Below*:

A		<u> </u> %
B		<u> </u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #8: Clamps & Brass Fittings		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

**Provide a link to your catalog product offering: ATTACHING COPIES OF LIST SHEETS

8 Describe Your Category Offerings & Discount Below:

FORD, MUELLER CLAMPS AND BRASS	<u>10</u> %
--------------------------------	-------------

If your discount varies by subcategory, list those subcategories Below*:

A	SMITH BLAIR, ROMAC, JCM CLAMPS	<u>10</u> %
B		%
C		%

*You may add additional pages if you are proposing additional subcategories.

Category #9: Other Ancillary Goods or Services		
Item	Description	% Discount Off Your Current List Price

Can you provide this product? (Y/N) Y

**Provide a link to your catalog product offering: ATTACHING COPIES OF LIST SHEETS

9 Describe Your Category Offerings & Discount Below:

https://spearsmfg.com/ SPEARS PVC VALVES	<u>20</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	https://spearsmfg.com/ SPEARS PVC FITTINGS	<u>50</u> %
B	HYMAX	<u>10</u> %
C	NEPTUNE METERS & PARTS	<u>10</u> %

*You may add additional pages if you are proposing additional subcategories.

** If you cannot provide a catalog link for the items you are proposing in each category, please include a copy of your printed catalog with this worksheet.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Core & Main LP		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
		X	
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	X
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	Core & Main LP						
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all fifty (50) states. <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td>X</td> </tr> </table> If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.			Will service all fifty (50) states	Will not service fifty (50) states		X
Will service all fifty (50) states	Will not service fifty (50) states						
	X						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						
20.	Maryland						

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21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

APPENDIX A.3
Categories Awarded

EXHIBIT 1

CATEGORIES OFFERED

- **CATEGORY OFFERING:**

Please place a checkmark next to each Category that you are offering in your proposal:

X____Category #1: Fire Hydrants

X____Category #2: Valves

X____Category #3: Service Line Taps & Stops

X____Category #4: Valves Stacks and Boxes

X____Category #5: Water Line Pipe, Fittings, and Appurtenances

X____Category #6: Sewer Line Pipe, Fittings, and Appurtenances

X____Category #7: Manholes And Cleanouts

X____Category #8: Clamps & Brass Fittings

X____Category #9: Other Ancillary Goods or Services

APPENDIX A.4

Attestations

ATTACHMENT I

FORM COG07-25(A1) INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Compliance with the NCTCOG Standard Terms and Conditions

By signing its submission, Offeror acknowledges that it has read, understands and agrees to comply with the NCTCOG standard terms and conditions.

Acknowledgment of Insurance Requirements

By signing its submission as applicable, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within **ten (10)** working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements, if required, are outlined in the General Terms and Conditions.

Name of Organization/Contractor(s):

Core & Main LP

Signature of Authorized Representative:



Date: 10-7-25

ATTACHMENT II
FORM COG07-25(B1)
CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, Micheal L Sisson, (typed or printed name) certify that I am the Municipal OSR (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Name of Organization/Contractor(s):

Core & Main LP

Signature of Authorized Representative:

Micheal L. Sisson

Date: 10-7-25

ATTACHMENT III
FORM COG07-25(C1)
RESTRICTIONS ON LOBBYING CERTIFICATION

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding **one hundred thousand dollars (\$100,000)** at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of **one hundred thousand dollars (\$100,000)** to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding **one hundred thousand dollars (\$100,000)**, **NCTCOG** requires its subcontractors of that grant to file a certification that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **ten thousand dollars (\$10,000)** and not more than **one hundred thousand dollars (\$100,000)** for each such failure.

Name of Organization/Contractor(s):

Core & Main LP

Signature of Authorized Representative:

Michael L. Lissner

Date: 10-7-25

ATTACHMENT IV
FORM COG07-25(D1)
DRUG-FREE WORKPLACE CERTIFICATION

The Core & Main LP (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the Core & Main LP (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76), and the U.S. Department of Transportation (49 CFR Part 90), the Federal Transit Administration (41 U.S.C 702) and the Federal Highway Administration (49 CFR Part 32).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;
 Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
 Notifying the Board within **ten (10)** days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):
Core & Main LP

Signature of Authorized Representative:

Michael L. Simon

Date: 10-7-25

ATTACHMENT V

FORM COG07-25(E1)

CONFLICTS OF INTEREST DISCLOSURE

Purpose: The purpose of the Conflict of Interest Disclosure is to protect the North Central Texas Council of Governments' (NCTCOG) interest when it is contemplating entering into a contractual arrangement by ensuring a fair and unbiased selection process. This disclosure helps mitigate the risk of real or perceived conflicts of interest for members of the selection committee regarding personal interests in the selection of a proposer.

Definitions: For the purpose of this policy the following terms shall have the following meanings:

“Conflict of Interest” shall mean any situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. Examples of conflict of interest include:

- Is currently employed by, or is a consultant to or under contract with NCTCOG; or,
- Is negotiating or has an arrangement concerning future employment or contracting with NCTCOG.

“Financial interest” shall mean any person who has, directly or indirectly, through business, investment, or family relationship any of the following:

- An ownership or investment interest in any entity with which NCTCOG has a transaction or Contractual arrangement; or,
- A compensation arrangement with any entity or individual with which the NCTCOG has a transaction or Contractual arrangement; or,
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NCTCOG is negotiating a transaction or arrangement.

“Business Relationship” shall mean a connection between two or more parties based on commercial activity of one of the parties. The term does not include connection based on:

- 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; or,
- A transaction conducted at a price and subject to terms available to the public; or,
- 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.

Determining Whether a Conflict of Interests Exists: A conflict of interest exists if an employee of the proposing firm has a real or perceived financial interest or may receive personal benefit because of their decision with regards to NCTCOG'S selection process. All proposal team members are required to disclose any conflict of interest to NCTCOG for review. As part of NCTCOG'S review, NCTCOG may request to discuss the conflict of interest with the proposal team member.

CONFIDENTIAL

STATEMENT OF DISCLOSURE

The entity identified below, through its authorized representative, hereby certifies that no conflict of interest exists herein:

SIGNATURE OF AUTHORIZED PERSON:

Michael L. Sisson

NAME OF AUTHORIZED PERSON:

Micheal L Sisson

NAME OF COMPANY:

Core & Main LP

DATE:

10-7-25

ATTACHMENT VI
FORM COG07-25(F1)
CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found liable for unfair business practices in a civil or criminal judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found liable for unfair business practices in a civil or criminal judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Core & Main LP

Signature of Authorized Representative:

Michael L. Sisson

Date: 10-7-25

FORM COG07-25(G1)
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation): ☐ Sole Proprietor

☐ Partnership

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

Micheal L Sisson Municipal OSR
(Printed/Typed Name and Title of Authorized Representative)

Michael L. Sisson
Signature

Date: 10-7-25

ATTACHMENT VIII
FORM COG07-25(H1)
REQUIRED STATE CLAUSES CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and Texas Government Code sections 2271-2276, for required state clauses:

- a. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

- b. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. The **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

- c. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. The **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended for any of the activities included herein:

SIGNATURE OF AUTHORIZED PERSON:	<u></u>
NAME OF AUTHORIZED PERSON:	<u>Micheal L Sisson</u>
NAME OF COMPANY:	<u>Core & Main LP</u>
DATE:	<u>10-7-25</u>

ATTACHMENT IX

THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FORM COG07-25(I1)

CERTIFICATION REGARDING DELINQUENT CHILD SUPPORT (only to be completed by FOR-PROFIT agencies)

SECTION 82. SEC. 231.006, Family Code as added by House Bill 655: INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENTS ON STATE CONTRACT:

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:

“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
- (g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be

cost effective.

- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

Agency name: Core & Main LP

Michael L. Simon
Signature of authorized representative

Municipal OSR
Title of authorized representative

10-7-25
Date

ATTACHMENT X

FORM COG07-25(J3)

NCTCOG FEDERAL REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

1. **Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, and religion.
2. **Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.450. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. **Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.

9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The PROVIDER agrees that it is not providing NCTCOG with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471 PROVIDER shall certify its compliance through execution of the Contract. The PROVIDER shall pass these requirements down to any of its contractors funded under this Agreement. The PROVIDER shall notify NCTCOG if the PROVIDER cannot comply with the prohibition during the performance of this Agreement.

10. Domestic Preference. As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Termination For Convenience. The PROVIDER may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

12. Trafficking in Persons. PROVIDER agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the PROVIDER, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the PROVIDER (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the PROVIDER indicates a violation of the applicable prohibitions.

13. Whistleblower Protection. PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

14. Internal Controls. The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in

compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

SIGNATURE OF AUTHORIZED PERSON:	<u>Micheal L. Sisson</u>
NAME OF AUTHORIZED PERSON:	<u>Micheal L Sisson</u>
NAME OF COMPANY:	<u>Core & Main LP</u>
DATE:	<u>10-7-25</u>

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

SIGNATURE OF AUTHORIZED PERSON:	<u></u>
NAME OF AUTHORIZED PERSON:	<u></u>
NAME OF COMPANY:	<u></u>
DATE:	<u></u>

ATTACHMENT XI

HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB companies should identify themselves and submit a copy of their certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this solicitation.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in

_____ (city), _____ (county), _____ (state).

SEAL

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

This form not applicable

Michael L. Lissner

Type text here

ATTACHMENT XII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

2 CFR Part 180 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative Agreements, or third-party contracts. **NCTCOG** has elected to include the requirements of the 2 CFR Part 180 in all third-party contracts for federal funds. A certification process has been established as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. **NCTCOG** will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative Agreement, as appropriate, a certification for a lower-tier participant. In general, lower-level employees or procurements of less than **twenty-five thousand dollars (\$25,000)** will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than **twenty-five thousand dollars (\$25,000)** with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party Contract to complete the certification for itself and its principals.

If an applicant for a grant or cooperative Agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the Federal Government, **NCTCOG** may terminate the grant or subcontract, the underlying grant or cooperative Agreement for cause or default.

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 2 CFR Part 180 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction; and,
- any procurement contract for goods or services when the estimated cost is **twenty-five thousand dollars (\$25,000)** or more; and,
- any procurement contract for goods or services between the contractor and a person, regardless of the amount under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

**A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED FUNDING
AGENCY REPRESENTATIVES UPON REQUEST.**

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

_____ being duly
(Name of Certifying Official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither
_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment; and,
- declared ineligible; and,
- or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Signature of Certifying Official

Title

Date of Certification

This form not applicable

Michael L. Lissner



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

DATE: January 20, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of increasing the annual Concrete and Drainage Improvement Services contract No. 2023-56-A to F&F Concrete, LLC., Apex Concrete Construction, Inc., and Quick Set Concrete, Inc. in the amount of \$750,000; and authorization for the Mayor to execute same on behalf of the Town. The contract has three one-year renewal options remaining.**

BACKGROUND: On June 28, 2023, the Town received bids for Concrete and Drainage Improvement Services. The Town received four responsive bidders. As a result of the booming economy in the Dallas-Fort Worth area and the difficulty in keeping concrete contractors available to accomplish the goal of first-rate infrastructure, Public Works awarded a one-year contract, with four (4) one-year optional renewals to the following multiple contractors:

F&F Concrete, LLC
2416 Chandler Drive
Rowlett, TX 75088

Apex Concrete Construction Inc.
1080 Katy Road
Keller, TX 76244

Quick Set Concrete Inc.
3971 Summit Ridge Drive
Corinth, TX 76210

This contract allows for the purchase of necessary supplies and services used by the Streets and Drainage Division to maintain and repair concrete & drainage improvement projects. This contract is also used for Capital Improvement Projects, particularly in major pavement panel improvements. Engineering, Parks, and other Town Departments may also utilize this contract for concrete and drainage services.

This year, Flower Mound voters approved a Street Reconstruction Bond to improve deteriorated roadways. As a result of this bond approval, this allows additional funding for our street maintenance operating budget. The current Concrete and Drainage Improvement Services contract is approved for \$1,500,000.00 annually. This request is to increase by \$750,000.00 for an annual amount of \$2,250,000.00. Annual renewals would include an anticipated total of \$2,250,000.00 per fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Not to approve will limit the amount utilized for deteriorated street and drainage projects.

FISCAL IMPACT: \$2,250,000.00

Proposed Expenditure/(Revenue)
\$2,250,000.00

Account Number(s):
316-561-92240-4303

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract No. 2023-56-A - Apex Concrete Construction, Inc. - Interlocal
2. Contract No. 2023-56-A - F & F Concrete, LLC - Not Interlocal
3. Contract No. 2023-56-A - Quick Set Concrete, Inc. - Interlocal

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 Apex Concrete Construction, Inc ("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: Concrete and Drainage Improvement 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.

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.

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: Danny Porter
Title: President
Company: Apex Concrete Construction, Inc
Address: 1080 Katy Rd
City, State, Zip: Keller, TX 76244

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.

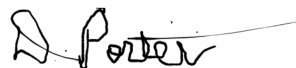
28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

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: APEX CONCRETE CONSTRUCTION, INC

Signature 
Danny Porter – President

Date: 9/21/2023

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature 
Honorable Mayor Derek France

Date: 9/21/2023

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1039649

Date Filed:
06/27/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Apex Concrete Construction Inc.
KELLER, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Flower Mound

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB NO. 2023-56-A
Concrete and Drainage Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DANALY PORTER, and my date of birth is 7-1-1957.

My address is 1101 Templemore Dr. Keller TX 76248 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS, on the 27th day of June, 202.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

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.

☒ Apex Concrete Const. Inc.

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.

Danley Porter
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.

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).

Signature of vendor doing business with the governmental entity

Date

6-24-23

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.

ATTACHMENT A

TOWN OF FLOWER MOUND

CONCRETE AND DRAINAGE IMPROVEMENT SERVICES

RFB No. 2023-XX

BID PRICING WORKSHEET

	DESCRIPTION	Unit	Unit Price
1	Excavate 4" to 6" Dirt 0 to 499 SY	SY	\$ 27. ⁰⁰
2	Excavate 4" to 6" Dirt 500 to 2000 SY	SY	\$ 27. ⁰⁰
3	Excavate 4" to 6" Dirt 2001 to 5000 SY	SY	\$ 27. ⁰⁰
4	Excavate 6" to 8" Dirt 0 to 499 SY	SY	\$ 32. ⁰⁰
5	Excavate 6" to 8" Dirt 500 to 2000 SY	SY	\$ 32. ⁰⁰
6	Excavate 6" to 8" Dirt 2001 to 5000 SY	SY	\$ 32. ⁰⁰
7	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	SY	\$ 36. ⁰⁰
8	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	SY	\$ 36. ⁰⁰
9	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	SY	\$ 36. ⁰⁰
10	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 72. ⁰⁰
11	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 72. ⁰⁰
12	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 69.75
13	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 76.50
14	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 76.50
15	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 76.50
16	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 153. ⁰⁰
17	Place 6" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 162. ⁰⁰
18	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 171. ⁰⁰
19	Cut and Remove TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 850. ⁰⁰
20	Construct TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 2850. ⁰⁰
21	Cut and Remove TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 850. ⁰⁰
22	Construct TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 2850. ⁰⁰
23	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	SY	\$ 49.50
24	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	SY	\$ 90. ⁰⁰
25	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	SY	\$ 95. ⁰⁰
26	Cut and Remove 6" to 8" Valley Gutter	SY	\$ 49.50
27	Place 6" Concrete Valley Gutter, min 3600 psi	SY	\$ 90. ⁰⁰
28	Place 8" Concrete Valley Gutter, min 4200 psi	SY	\$ 95. ⁰⁰
29	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	SY	\$ 49.50
30	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	SY	\$ 49.50

31	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	SY	\$ 49.50
32	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	SY	\$ 49.50
33	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	SY	\$ 49.50
34	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	SY	\$ 99.00
35	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	SY	\$ 99.00
36	Place 6" Concrete Pavement, min 3600 psi -501 to 2000 SY	SY	\$ 97.00
37	Place 6" Concrete Pavement, min 3600 psi -2001 to 8000 SY	SY	\$ 97.00
38	Place 8" Concrete Pavement, min 4200 psi - 0 to 99 SY	SY	\$ 108.00
39	Place 8" Concrete Pavement, min 4200 psi -100 to 500 SY	SY	\$ 108.00
40	Place 8" Concrete Pavement, min 4200 psi -501 to 2000 SY	SY	\$ 105.75
41	Place 8" Concrete Pavement, min 4200 psi -2001 to 8000 SY	SY	\$ 105.75
42	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 47.00
43	Install 6" Reinforced Integral Curb, 51-500 LF	LF	\$ 47.00
44	Install 6" Reinforced Integral Curb, 501+ LF	LF	\$ 47.00
45	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	LF	\$ 8.50
46	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	LF	\$ 8.50
47	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 8.50
48	Replace 24" Integral Curb and Gutter 0 to 500 LF	LF	\$ 49.00
49	Replace 24" Integral Curb and Gutter-501 to 2000 LF	LF	\$ 49.00
50	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 49.00
51	Adjust Manholes to Finish Grade - All Manholes	EA	\$ 550.00
52	Adjust Valves to Finish Grade	EA	\$ 550.00
53	Lime Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 18.25
54	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 18.25
55	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 18.25
56	Lime Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 24.50
57	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 24.50
58	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 24.50
59	Cement Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 32.00
60	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 32.00
61	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 32.00
62	Cement Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 46.00
63	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 46.00
64	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 46.00
65	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	TN	\$ 350.00
66	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	TN	\$ 450.00
67	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	TN	\$ 450.00
68	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	SY	\$ 32.00
69	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	SY	\$ 32.00
70	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	SY	\$ 32.00
71	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	SY	\$ 38.00

72	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	SY	\$ 38.00
73	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	SY	\$ 38.00
74	Cem-Lime for Stabilization - (1 to 1000 TN)	TN	\$ 450.00
75	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	SY	\$ 10.25
76	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	SY	\$ 10.25
77	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	SY	\$ 42.00
78	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 42.00
79	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	SY	\$ 48.00
80	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 48.00
81	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	CY	\$ 55.00
82	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	CY	\$ 55.00
83	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	CY	\$ 65.00
84	Install and Compact 95% Std. Proctor - Type 1 Flexbase 6" (501 to 999 CY)	CY	\$ 65.00
85	Unclassified Excavation, to include off-site disposal 1 to 500 CY	CY	\$ 65.00
86	Unclassified Excavation, to include off-site disposal 501-900 CY	CY	\$ 65.00
87	Compacted Fill to 95%- 0 to 500 CY	CY	\$ 45.00
88	Compacted Fill to 95%-501 to 1000 CY	CY	\$ 45.00
89	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	CY	\$ 2200.00
90	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	CY	\$ 2750.00
91	Remove and replace inlet top 5' (Cast-in-Place)	EA	\$ 1550.00
92	Remove and replace inlet top 10' (Cast-in-Place)	EA	\$ 2000.00
93	Remove and replace inlet top 20' (Cast-in-Place)	EA	\$ 3800.00
94	Remove curb inlet 10' (0' to 6' Depth)	EA	\$ 1200.00
95	Vertical foot extra depth	VFT	\$ 200.00
96	Remove curb inlet 15' (0' to 6' Depth)	EA	\$ 1500.00
97	Vertical foot extra depth	VFT	\$ 250.00
98	Remove curb inlet 20' (0' to 6' Depth)	EA	\$ 1850.00
99	Vertical foot extra depth	VFT	\$ 300.00
100	Install curb inlet 10' (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	EA	\$ 8200.00
101	Vertical foot extra depth	VFT	\$ 300.00
102	Install curb inlet 15' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 9000.00
103	Vertical foot extra depth	VFT	\$ 500.00
104	Install curb inlet 20' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 11,500.00
105	Vertical foot extra depth	VFT	\$ 500.00
106	Install 18" RCP CL III (0' to 6' Depth)	LF	\$ 185.00
107	Vertical foot extra depth	VFT	\$ 20.00
108	Install RCP 24" CL III (0' to 6' Depth)	LF	\$ 220.00
109	Vertical foot extra depth	VFT	\$ 30.00
110	Install RCP 30" CL III (0' to 6' Depth)	LF	\$ 280.00
111	Vertical foot extra depth	VFT	\$ 35.00
112	Install RCP 36" CL III (0' to 6' Depth)	LF	\$ 320.00

113	Vertical foot extra depth	VFT	\$ 50. ⁰⁰
114	Install RCP 42" CL III (0' to 6' Depth)	LF	\$ 425. ⁰⁰
115	Vertical foot extra depth	VFT	\$ 50. ⁰⁰
116	Additional Cost for Class IV RCP	LF	\$ 35. ⁰⁰
117	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	CY	\$ 2500. ⁰⁰
118	Remove 6' Concrete Flume with 6" curb	LF	\$ 35. ⁰⁰
119	Install 6' concrete Flume with 6" curb	LF	\$ 65. ⁰⁰
120	Remove 10' concrete Flume with 6" curb	LF	\$ 55. ⁰⁰
121	Install 10' concrete Flume with 6" curb	LF	\$ 110. ⁰⁰
122	4' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 2800. ⁰⁰
123	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
124	5' Junction box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3200. ⁰⁰
125	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
126	6' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3800. ⁰⁰
127	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
128	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	EA	\$ 2850. ⁰⁰
129	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	EA	\$ 3000. ⁰⁰
130	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	EA	\$ 3250. ⁰⁰
131	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	CY	\$ 32. ⁰⁰
132	St. Augustine Sod	SY	\$ 26. ⁰⁰
133	Bermuda Sod	SY	\$ 22. ⁰⁰
134	Hydroseeding with fiber mulch per specifications	SY	\$ 8.50
135	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$ 45. ⁰⁰
136	Irrigation Main Repair/Relocation, 500+	LF	\$ 45. ⁰⁰
137	Install Topsoil (4" to 6")	CY	\$ 85. ⁰⁰
138	Installation of French Drain - 4" Perforated Pipe	LF	\$ 50. ⁰⁰

During the term of the contract, the successful vendor(s) will be required to provide an itemized written quote for each concrete and drainage improvement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

Bid Certification Form
RFB No. 2023-XXX
Concrete and Drainage Improvement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Apex Concrete Const. Inc.

Principal Place of Business Address: 1080 Katy Road

Principal Place of Business City, State, Zip: Keller TX 76244

Principal Place of Business Phone Number: 817-454-1995

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 46-4965326

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

Date

Printed Name

Title

Attachment C
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 SOUTHLAKE
Contact Name: JULIO REYNA
Address: 1400 MAIN ST.
SOUTHLAKE TX.
Phone: 817-482-5617.
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: CONCRETE SERVICES.

Company Name: CITY OF NORTH RICHLAND HILLS.
Contact Name: CHRIS TURNER.
Address: 4301 CITY POINT DRIVE.
Phone: 817-703-8527
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: ALL CONCRETE SERVICES.

Company Name: HALTOM CITY
Contact Name: BROCK MARLIN COLEMAN
Address: 5024 BROADWAY AVE.
HALTOM CITY TX.
Phone: 817-538-0189
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: ALL CONCRETE SERVICES.

Apex Concrete Construction

Equipment Available

- 1 ton Crew Trucks-4
- $\frac{3}{4}$ Ton Crew Trucks-4
- 10 Yard Tandem Dump Truck-1
- 6 Yard Dump-1
- 20' Trailers-6
- 16' Trailers-1
- 18' Dove tail Haul Trailer-1
- SVL 72-2 Skid Steer Track Loaders-2
- 24' Gooseneck Haul trailer-1
- 50 Horsepower Concrete Saw-1
- Other Equipment Leased as needed
- Employees total – 18 excluding sub contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2023

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 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 Agents Alliance Services, Ltd FTR Insurance Services, LLC PO Box 465 Valley View TX 76272		CONTACT NAME: Michelle Ryan PHONE (A/C, No, Ext): (817) 442-4848 FAX (A/C, No): (866) 583-1550 E-MAIL ADDRESS: michelleryan@ftrinsurance.com	
INSURED Apex Concrete Construction Inc 1080 Katy Rd Fort Worth TX 76244-4520		INSURER(S) AFFORDING COVERAGE INSURER A: Mountain States Indemnity INSURER B: Technology Insurance Company, Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10177 42376	

COVERAGES

CERTIFICATE NUMBER: CL2322481113

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 INSD	SUBR WVD	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:	X	Y	CPO 9562102	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	Y	CAO 9562102	3/7/2023	3/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$			CXO 9562102	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	TWC4226766	3/7/2023	3/7/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPO 9562102	3/7/2023	3/7/2024	LIMIT 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Automobile Policy & Workers Compensation Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. General Liability is Primary & Non-Contributory. Per Project Aggregate applies to the General Liability Policy.

CERTIFICATE HOLDER

marquita.shamlin@flower-mound

Town of Flower Mound, the town, its offi
officials, employees, boards, commissions &
2121 Cross Timbers Rd
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

Tom Ramsey/MRFT

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Certificate Of Completion

Envelope Id: 602D403FCBD147A990477E92CB3C5A94

Status: Completed

Subject: FINAL: 8.21.23_K9a_Contract No. 2023-56-A - Apex Concrete Construction.pdf

Source Envelope:

Document Pages: 18

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Anne Carnes

AutoNav: Enabled

2121 Cross Timbers Rd

Enveloped Stamping: Disabled

Flower Mound, TX 75028

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

anne.carnes@flower-mound.com

IP Address: 97.105.97.14

Record Tracking

Status: Original

Holder: Anne Carnes

Location: DocuSign

9/20/2023 11:13:47 PM

anne.carnes@flower-mound.com

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

Danny Porter

apexconstruction57@gmail.com

President

Security Level: Email, Account Authentication
(None)

Sent: 9/20/2023 11:20:58 PM

Viewed: 9/21/2023 7:41:16 AM

Signed: 9/21/2023 7:41:41 AM

Signature Adoption: Drawn on Device
Using IP Address: 47.185.77.62**Electronic Record and Signature Disclosure:**

Accepted: 8/25/2021 8:08:04 AM

ID: 00f0850d-399c-497d-ab14-9180d813302a

Derek France

mayor@flower-mound.com

Mayor

Town of Flower Mound

Security Level: Email, Account Authentication
(None)

Sent: 9/21/2023 7:41:43 AM

Viewed: 9/21/2023 8:18:52 AM

Signed: 9/21/2023 8:18:57 AM

Signature Adoption: Pre-selected Style
Using IP Address: 47.188.211.129**Electronic Record and Signature Disclosure:**

Accepted: 6/22/2021 2:20:34 PM

ID: 964510c2-b844-4143-a0ab-81863a2ef394

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ginger Choate

Ginger.Choate@flower-mound.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 9/21/2023 8:18:59 AM

Viewed: 9/21/2023 11:06:43 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Sabrina Zadow sabrina.zadow@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:18:59 AM
Marquita Shamlin marquita.shamlin@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:19:00 AM Viewed: 9/21/2023 11:54:01 AM
Bonnie St Pierre Bonnie.StPierre@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:19:00 AM Viewed: 9/21/2023 8:20:22 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 11:20:58 PM
Certified Delivered	Security Checked	9/21/2023 8:18:52 AM
Signing Complete	Security Checked	9/21/2023 8:18:57 AM
Completed	Security Checked	9/21/2023 8:19:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

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

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Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Town of Flower Mound:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: anne.carnes@flower-mound.com

To advise Carahsoft OBO Town of Flower Mound of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at anne.carnes@flower-mound.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Town of Flower Mound

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

To withdraw your consent with Carahsoft OBO Town of Flower Mound

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Town of Flower Mound as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Town of Flower Mound during the course of my relationship with you.

**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 F & F Concrete, LLC ("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: Concrete and Drainage Improvement 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.

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.

_____ **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.

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: Francisco Fabian
Title: Owner
Company: F & F Concrete, LLC
Address: 2416 Chandler Dr.
City, State, Zip: Rowlett, Texas 75088

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 others 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.

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: F & F CONCRETE, LLC

Signature Francisco Fabian
Francisco Fabian – Owner

Date: 9/20/2023

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature D. France
Honorable Mayor Derek France

Date: 9/20/2023

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

F&F Concrete, LLC

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.

N/A

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.

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).

Francisco Fabian

Signature of vendor doing business with the governmental entity

6-28-23

Date

ATTACHMENT A

TOWN OF FLOWER MOUND

CONCRETE AND DRAINAGE IMPROVEMENT SERVICES

RFB No. 2023-XX

BID PRICING WORKSHEET

	DESCRIPTION	Unit	Unit Price
1	Excavate 4" to 6" Dirt 0 to 499 SY	SY	\$ 18.65
2	Excavate 4" to 6" Dirt 500 to 2000 SY	SY	\$ 18.65
3	Excavate 4" to 6" Dirt 2001 to 5000 SY	SY	\$ 17.32
4	Excavate 6" to 8" Dirt 0 to 499 SY	SY	\$ 23.18
5	Excavate 6" to 8" Dirt 500 to 2000 SY	SY	\$ 18.65
6	Excavate 6" to 8" Dirt 2001 to 5000 SY	SY	\$ 18.65
7	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	SY	\$ 29.25
8	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	SY	\$ 27.00
9	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	SY	\$ 13.50
10	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 72.00
11	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 63.00
12	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 54.00
13	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 72.00
14	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 63.00
15	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 54.00
16	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 144.00
17	Place 6" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 162.00
18	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 180.00
19	Cut and Remove TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 400.00
20	Construct TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 1600.00
21	Cut and Remove TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 600.00
22	Construct TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 1800.00
23	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	SY	\$ 35.00
24	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	SY	\$ 72.00
25	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	SY	\$ 81.00
26	Cut and Remove 6" to 8" Valley Gutter	SY	\$ 35.00
27	Place 6" Concrete Valley Gutter, min 3600 psi	SY	\$ 72.00
28	Place 8" Concrete Valley Gutter, min 4200 psi	SY	\$ 81.00
29	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	SY	\$ 45.00
30	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	SY	\$ 44.00

31	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	SY	\$42.75
32	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	SY	\$36.00
33	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	SY	\$31.50
34	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	SY	\$81.00
35	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	SY	\$78.75
36	Place 6" Concrete Pavement, min 3600 psi -501 to 2000 SY	SY	\$76.50
37	Place 6" Concrete Pavement, min 3600 psi -2001 to 8000 SY	SY	\$72.00
38	Place 8" Concrete Pavement, min 4200 psi - 0 to 99 SY	SY	\$90.00
39	Place 8" Concrete Pavement, min 4200 psi -100 to 500 SY	SY	\$87.50
40	Place 8" Concrete Pavement, min 4200 psi -501 to 2000 SY	SY	\$85.50
41	Place 8" Concrete Pavement, min 4200 psi -2001 to 8000 SY	SY	\$81.00
42	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$12.00
43	Install 6" Reinforced Integral Curb, 51-500 LF	LF	\$11.00
44	Install 6" Reinforced Integral Curb, 501+ LF	LF	\$10.00
45	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	LF	\$12.00
46	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	LF	\$11.00
47	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$10.00
48	Replace 24" Integral Curb and Gutter 0 to 500 LF	LF	\$40.00
49	Replace 24" Integral Curb and Gutter-501 to 2000 LF	LF	\$38.00
50	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$36.00
51	Adjust Manholes to Finish Grade - All Manholes	EA	\$200.00
52	Adjust Valves to Finish Grade	EA	\$200.00
53	Lime Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$No Bid
54	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$No Bid
55	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$No Bid
56	Lime Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$No Bid
57	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$No Bid
58	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$No Bid
59	Cement Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$No Bid
60	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$No Bid
61	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$No Bid
62	Cement Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$No Bid
63	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$No Bid
64	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$No Bid
65	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	TN	\$No Bid
66	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	TN	\$No Bid
67	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	TN	\$No Bid
68	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	SY	\$No Bid
69	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	SY	\$No Bid
70	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	SY	\$No Bid
71	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	SY	\$No Bid

72	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	SY	\$No Bid
73	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	SY	\$No Bid
74	Cem-Lime for Stabilization - (1 to 1000 TN)	TN	\$No Bid
75	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	SY	\$No Bid
76	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	SY	\$No Bid
77	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	SY	\$No Bid
78	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$No Bid
79	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	SY	\$No Bid
80	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$No Bid
81	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	CY	\$96.00
82	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	CY	\$94.00
83	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	CY	\$96.00
84	Install and Compact 95% Std. Proctor - Type 1 Flexbase 6" (501 to 999 CY)	CY	\$94.00
85	Unclassified Excavation, to include off-site disposal 1 to 500 CY	CY	\$70.00
86	Unclassified Excavation, to include off-site disposal 501-900 CY	CY	\$65.00
87	Compacted Fill to 95%- 0 to 500 CY	CY	\$95.00
88	Compacted Fill to 95%-501 to 1000 CY	CY	\$85.00
89	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	CY	\$900.00
90	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	CY	\$900.00
91	Remove and replace inlet top 5' (Cast-in-Place)	EA	\$2588.00
92	Remove and replace inlet top 10' (Cast-in-Place)	EA	\$3151.00
93	Remove and replace inlet top 20' (Cast-in-Place)	EA	\$4116.00
94	Remove curb inlet 10' (0' to 6' Depth)	EA	\$1000.00
95	Vertical foot extra depth	VFT	\$200.00
96	Remove curb inlet 15' (0' to 6' Depth)	EA	\$1500.00
97	Vertical foot extra depth	VFT	\$300.00
98	Remove curb inlet 20' (0' to 6' Depth)	EA	\$2000.00
99	Vertical foot extra depth	VFT	\$400.00
100	Install curb inlet 10' (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	EA	\$4156.00
101	Vertical foot extra depth	VFT	\$300.00
102	Install curb inlet 15' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$4821.00
103	Vertical foot extra depth	VFT	\$400.00
104	Install curb inlet 20' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$5580.00
105	Vertical foot extra depth	VFT	\$500.00
106	Install 18" RCP CL III (0' to 6' Depth)	LF	\$83.42
107	Vertical foot extra depth	VFT	\$12.00
108	Install RCP 24" CL III (0' to 6' Depth)	LF	\$103.42
109	Vertical foot extra depth	VFT	\$15.00
110	Install RCP 30" CL III (0' to 6' Depth)	LF	\$146.48
111	Vertical foot extra depth	VFT	\$18.00
112	Install RCP 36" CL III (0' to 6' Depth)	LF	\$206.88

113	Vertical foot extra depth	VFT	\$25.00
114	Install RCP 42" CL III (0' to 6' Depth)	LF	\$283.96
115	Vertical foot extra depth	VFT	\$30.00
116	Additional Cost for Class IV RCP	LF	\$20.00
117	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	CY	\$900.00
118	Remove 6' Concrete Flume with 6" curb	LF	\$14.00
119	Install 6' concrete Flume with 6" curb	LF	\$84.00
120	Remove 10' concrete Flume with 6" curb	LF	\$20.00
121	Install 10' concrete Flume with 6" curb	LF	\$132.00
122	4' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$3983.00
123	Vertical foot extra depth	VFT	\$300.00
124	5' Junction box (0' to 6' Depth) (Cast-in-Place)	EA	\$4521.00
125	Vertical foot extra depth	VFT	\$400.00
126	6' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$4964.00
127	Vertical foot extra depth	VFT	\$600.00
128	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	EA	\$1738.00
129	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	EA	\$1991.00
130	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	EA	\$2244.00
131	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	CY	\$120.00
132	St. Augustine Sod	SY	\$25.00
133	Bermuda Sod	SY	\$23.00
134	Hydroseeding with fiber mulch per specifications	SY	\$25.00
135	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$25.00
136	Irrigation Main Repair/Relocation, 500+	LF	\$22.00
137	Install Topsoil (4" to 6")	CY	\$95.00
138	Installation of French Drain - 4" Perforated Pipe	LF	\$30.00

During the term of the contract, the successful vendor(s) will be required to provide an itemized written quote for each concrete and drainage improvement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

Bid Certification Form
RFB No. 2023-XXX
Concrete and Drainage Improvement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: F&F Concrete LLC

Principal Place of Business Address: 2416 Chandler Dr

Principal Place of Business City, State, Zip: Rowlett Texas 75088

Principal Place of Business Phone Number: 972-202-9202

Principal Place of Business Fax Number: 469-304-0399

Remittance Address (if different from above): P.O. Box 1592

Remittance City, State, Zip: Rowlett, Texas 75030-1592

Tax Identification No:

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 EFF 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:

Francisco Fabian
Signature

06/28/2023

Date

Francisco Fabian

Printed Name

Member - Owner

Title

Attachment C 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 Rowlett
Contact Name: Robert Harris
Address: 4004 Main Street
Rowlett, Texas 75088
Phone: 972-412-6100 Ext 3975
Fax: _____
Effective Dates: 07/22-03/23
Description of Services: Misc Drainage Improvements - Removing and replacing concrete for Sidewalk,
Streets, Alleys and Driveways

Company Name: City of Coppell
Contact Name: Frank Garza
Address: 265 Parkway Blvd
Coppell, Texas
Phone: 972-462-5150
Fax: _____
Effective Dates: 12/22-12/23
Description of Services: Sidewalk, Street & Alley Pavement Services - removing and replacing concrete pavement

Company Name: The City of The Colony
Contact Name: Terry Tawney
Address: 6800 Main Street
The Colony, Texas 75056
Phone: 972-625-6644 Ext 3321
Fax: _____
Effective Dates: _____
Description of Services: Miscellaneous Concrete Replacement Services - Removing and repouring concrete for Sidewalk,
Streets, Alleys and Driveways.

Equipment List

Number:	Assets:	Serial #	Plate #
1-1510-6	2016 Ford F-250	1FT7W2BT1GEA57014	GJD4172
1-1807-7	2018 Ford F-350	1FDRF3GT2JEB69914	LDR6042
1-1812-9	2019 Ford F-250	1FT7W2BT1KED10664	LNH0903
1-2103-10	2021 Ford F-250	1FT8W2BT9MEC87397	PDM7741
1-2211-11	2022 Ford F-250	1FT7W2BT9NEF79158	SKF8535
2-0412-5	420D Backhoe Caterpillar	FDP20040	
2-0711-6	320CI Excavator Caterpillar	PAB07522	
2-0804-7	S250 Bobcat Steer Loader	A5GM11234	
2-0905-8	IT14G Integrated Tool Carrier Caterpillar	KZN00850	
2-0905-9	Norman 65E Motorgrader Caterpillar	65ET9504	
2-1411-10	420FIT Backhoe Caterpillar	JWJ02706	
2-1604-11	2016 Sakai Roller	WG55237	
2-1611-12	420F2IT Backhoe Caterpillar	HWD01299	
2-1707-13	262D Skid Steer Loader Caterpillar	DTB07248	
2-1712-14	420F2IT Backhoe Loader Caterpillar	HWD02316	
2-1812-15	2019 Caterpillar Track Loader	FTL20597	
2-1910-16	2019 John Deere Ztrak	1TC930MCTKT072416	
2-2102-17	2021 Hydraulic Excavator Caterpillar	WKX00620	
3-0612-1	2006 CM Trailer	1CAFH16266T041312	239312K
3-0704-2	2007 Kear Trailer	5LCJF162271011388	943513H
3-0806-4	2008 Homemade Trailer	TR198836	707045J
3-0905-5	2009 Tx Br Trailer	17XFP162981085042	941964H
3-1402-6	2014 Texas Bragg Trailer	17XFC1620E1038358	685199J
3-1608-7	2016 Big Tex Trailer	16VDX1425G5093792	435691K
3-0211-8	2002 Big Tex Trailer	4K8GX242921695717	264362H
3-1805-9	2018 Ranco Avil Trailer	591SD3424KR156803	144B260
3-1122-10	2023 Big Tex Trailer	16V1D1921P5250898	533275M
4-0904-1	4800 Husquarvarna Saw	0632	
4-1202-2	FS6600D- Saw Blade	WCI0710	
4-1412-3	FS4800 Husq. Walk Behind Saw	001331488001	
5-1709-4	Mack Chu613	1M1ANO2Y2JM027364	1M23093
5-2012-5	2020 Ford F-350	1FDRF3GT3LED12968	NYS5795

Staffing: Currently we have 28 employees Total - Full Time
 3 Employees work in the office
 3 Supervisors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2023

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 Keystone Southwest Insurance member of K & S Group, Inc. P O Box 1747 Rockwall TX 75087-1747	CONTACT NAME: Linda Nichols PHONE (A/C, No, Ext): (972) 771-3861 E-MAIL ADDRESS: lnichols@kswins.com FAX (A/C, No): (972) 772-1021
INSURED F & F Concrete, LLC 2416 Chandler Dr Rowlett TX 75088	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO National Insurance Company INSURER B: BITCO General Insurance Corporation INSURER C: BITCO Insurance Companies INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22/23**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.

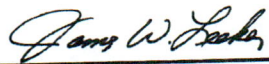
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CLP3721304	09/17/2022	09/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3721306	09/17/2022	09/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			CUP2823162	09/17/2022	09/17/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC3721303	09/17/2022	09/17/2023	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Concrete and Drainage Improvements Services 2023-56-A

The Town of Flower Mound, its officers, officials, employees, boards and commissions and volunteers are included as per: General Liability includes Blanket Waiver of Subrogation, Blanket Additional Insured and Per Project Aggregate, when required by written contract. Automobile Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation, when required by written contract. Workers Compensation provides Blanket Waiver of Subrogation when required by written contract. The addition of special wording in this space DOES NOT provide or alter the coverage that is currently provided by the policies referenced above.

CERTIFICATE HOLDER**CANCELLATION**

Town of Flower Mound 2121 Cross Timbers Road Flower Mound TX 75028	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 
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**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 Quick Set Concrete, Inc. ("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: Concrete and Drainage Improvement 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.

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 for 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.

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: Michael Ingle
Title: President/Owner
Company: Quick Set Concrete, Inc.
Address: 3971 Summit Ridge
City, State, Zip: Corinth, Texas 76210

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.

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: QUICK SET CONCRETE, INC.

Signature Michael Ingle
Michael Ingle – President/Owner

Date: 9/21/2023

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature D. France
Honorable Mayor Derek France

Date: 9/21/2023

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 N/A

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.

N/A

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.

N/A

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).

Signature of vendor doing business with the governmental entity

Date

6/27/23

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.

ATTACHMENT A

TOWN OF FLOWER MOUND

CONCRETE AND DRAINAGE IMPROVEMENT SERVICES RFB No. 2023-XX

BID PRICING WORKSHEET

	DESCRIPTION	Unit	Unit Price
1	Excavate 4" to 6" Dirt 0 to 499 SY	SY	\$ 85
2	Excavate 4" to 6" Dirt 500 to 2000 SY	SY	\$ 80
3	Excavate 4" to 6" Dirt 2001 to 5000 SY	SY	\$ 75
4	Excavate 6" to 8" Dirt 0 to 499 SY	SY	\$ 90
5	Excavate 6" to 8" Dirt 500 to 2000 SY	SY	\$ 85
6	Excavate 6" to 8" Dirt 2001 to 5000 SY	SY	\$ 80
7	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	SY	\$ 58.50
8	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	SY	\$ 58.50
9	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	SY	\$ 58.50
10	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 95
11	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 95
12	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 95
13	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 99
14	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 99
15	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 99
16	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 108
17	Place 6" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 120
18	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 136
19	Cut and Remove TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 750
20	Construct TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 1800
21	Cut and Remove TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 750
22	Construct TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 1800
23	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	SY	\$ 72
24	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	SY	\$ 99
25	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	SY	\$ 108
26	Cut and Remove 6" to 8" Valley Gutter	SY	\$ 65
27	Place 6" Concrete Valley Gutter, min 3600 psi	SY	\$ 175
28	Place 8" Concrete Valley Gutter, min 4200 psi	SY	\$ 195
29	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	SY	\$ 72
30	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	SY	\$ 72

31	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	SY	\$ 59
32	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	SY	\$ 57.50
33	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	SY	\$ 56.00
34	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	SY	\$ 99
35	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	SY	\$ 99
36	Place 6" Concrete Pavement, min 3600 psi -501 to 2000 SY	SY	\$ 99
37	Place 6" Concrete Pavement, min 3600 psi -2001 to 8000 SY	SY	\$ 99
38	Place 8" Concrete Pavement, min 4200 psi - 0 to 99 SY	SY	\$ 113
39	Place 8" Concrete Pavement, min 4200 psi -100 to 500 SY	SY	\$ 113
40	Place 8" Concrete Pavement, min 4200 psi -501 to 2000 SY	SY	\$ 113
41	Place 8" Concrete Pavement, min 4200 psi -2001 to 8000 SY	SY	\$ 113
42	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 12
43	Install 6" Reinforced Integral Curb, 51-500 LF	LF	\$ 12
44	Install 6" Reinforced Integral Curb, 501+ LF	LF	\$ 12
45	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	LF	\$ 13
46	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	LF	\$ 12.50
47	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 12
48	Replace 24" Integral Curb and Gutter 0 to 500 LF	LF	\$ 58
49	Replace 24" Integral Curb and Gutter-501 to 2000 LF	LF	\$ 57
50	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 56
51	Adjust Manholes to Finish Grade - All Manholes	EA	\$ 850
52	Adjust Valves to Finish Grade	EA	\$ 350
53	Lime Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 3.30
54	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 3.25
55	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 3.20
56	Lime Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 3.15
57	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 3.10
58	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 3.05
59	Cement Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 3.30
60	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 3.25
61	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 3.20
62	Cement Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 3.15
63	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 3.10
64	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 3.05
65	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	TN	\$ 220
66	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	TN	\$ 245
67	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	TN	\$ 265
68	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	SY	\$ 3.65
69	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	SY	\$ 3.60
70	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	SY	\$ 3.55
71	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	SY	\$ 4.00

72	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	SY	\$ 3.95
73	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	SY	\$ 3.90
74	Cem-Lime for Stabilization - (1 to 1000 TN)	TN	\$ 295
75	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	SY	\$ 4.50
76	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	SY	\$ 4.25
77	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	SY	\$ 75
78	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 65
79	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	SY	\$ 80
80	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 75
81	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	CY	\$ 75
82	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	CY	\$ 65
83	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	CY	\$ 80
84	Install and Compact 95% Std. Proctor - Type 1 Flexbase 6" (501 to 999 CY)	CY	\$ 75
85	Unclassified Excavation, to include off-site disposal 1 to 500 CY	CY	\$ 45
86	Unclassified Excavation, to include off-site disposal 501-900 CY	CY	\$ 45
87	Compacted Fill to 95%- 0 to 500 CY	CY	\$ 6
88	Compacted Fill to 95%-501 to 1000 CY	CY	\$ 5.50
89	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	CY	\$ 485
90	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	CY	\$ 585
91	Remove and replace inlet top 5' (Cast-in-Place)	EA	\$ 2,500
92	Remove and replace inlet top 10' (Cast-in-Place)	EA	\$ 3,500
93	Remove and replace inlet top 20' (Cast-in-Place)	EA	\$ 7500
94	Remove curb inlet 10' (0' to 6' Depth)	EA	\$ 1575
95	Vertical foot extra depth	VFT	\$ 175
96	Remove curb inlet 15' (0' to 6' Depth)	EA	\$ 1800
97	Vertical foot extra depth	VFT	\$ 175
98	Remove curb inlet 20' (0' to 6' Depth)	EA	\$ 2500
99	Vertical foot extra depth	VFT	\$ 175
100	Install curb inlet 10' (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	EA	\$ 2500
101	Vertical foot extra depth	VFT	\$ 175
102	Install curb inlet 15' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 3500
103	Vertical foot extra depth	VFT	\$ 175
104	Install curb inlet 20' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 7500
105	Vertical foot extra depth	VFT	\$ 175
106	Install 18" RCP CL III (0' to 6' Depth)	LF	\$ 75
107	Vertical foot extra depth	VFT	\$ 175
108	Install RCP 24" CL III (0' to 6' Depth)	LF	\$ 85
109	Vertical foot extra depth	VFT	\$ 175
110	Install RCP 30" CL III (0' to 6' Depth)	LF	\$ 105
111	Vertical foot extra depth	VFT	\$ 175
112	Install RCP 36" CL III (0' to 6' Depth)	LF	\$ 145

113	Vertical foot extra depth	VFT	\$ 175
114	Install RCP 42" CL III (0' to 6' Depth)	LF	\$ 205
115	Vertical foot extra depth	VFT	\$ 175
116	Additional Cost for Class IV RCP	LF	\$ 125
117	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	CY	\$ 310. ⁰⁰
118	Remove 6' Concrete Flume with 6" curb	LF	\$ 70
119	Install 6' concrete Flume with 6" curb	LF	\$ 145
120	Remove 10' concrete Flume with 6" curb	LF	\$ 95
121	Install 10' concrete Flume with 6" curb	LF	\$ 175
122	4' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3500
123	Vertical foot extra depth	VFT	\$ 165
124	5' Junction box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 4500
125	Vertical foot extra depth	VFT	\$ 170
126	6' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 5500
127	Vertical foot extra depth	VFT	\$ 175
128	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	EA	\$ 1500
129	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	EA	\$ 2000
130	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	EA	\$ 2500
131	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	CY	\$ 125
132	St. Augustine Sod	SY	\$ 16.75
133	Bermuda Sod	SY	\$ 16.75
134	Hydroseeding with fiber mulch per specifications	SY	\$ 1.25
135	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$ 55
136	Irrigation Main Repair/Relocation, 500+	LF	\$ 45
137	Install Topsoil (4" to 6")	CY	\$ 95
138	Installation of French Drain - 4" Perforated Pipe	LF	\$ 25

During the term of the contract, the successful vendor(s) will be required to provide an itemized written quote for each concrete and drainage improvement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

SY	
\$	29.70
\$	29.25
\$	28.80
\$	28.35
\$	27.90
\$	27.45
\$	29.70
\$	29.25
\$	28.80
\$	28.35
\$	27.90
\$	27.45
\$	220.00
\$	245.00
\$	265.00
\$	32.85
\$	32.40
\$	31.95
\$	36.00
\$	35.55
\$	35.10
\$	295.00

Bid Certification Form
RFB No. 2023-XXX
Concrete and Drainage Improvement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Quick Set Concrete

Principal Place of Business Address: 3971 Summit Ridge

Principal Place of Business City, State, Zip: Corinth, TX 76210

Principal Place of Business Phone Number: 972-836-2919

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 27-0748641

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 AI 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

Date

Michael Ingle

Printed Name

President / owner

Title

Attachment C
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 Colleyville
Contact Name: Corey Lawson
Address: 100 S. main St. Colleyville, TX
Phone: 469-602-4484
Fax: _____
Effective Dates: 4/2021 - 6/2022
Description of Services: Side Walk Connections, multiple sites
Compact Sidewalk paving, Top Soil, Sod

Company Name: City of Hickory Creek
Contact Name: Jeffery McSpedden
Address: 1075 Ronald Regan Ave Hickory Creek TX
Phone: 469-576-5094
Fax: _____
Effective Dates: Current project
Description of Services: Sidewalk extension

Company Name: City of Plano
Contact Name: Husain Hamza
Address: 1520 K Ave Plano, TX
Phone: 972 941-7152
Fax: _____
Effective Dates: Nov 2021 - Feb 2023
Description of Services: Screening Walls, Alley Replacements, Side walks
Multiple locations



3971 Summit Ridge Drive | Corinth, TX 76210
Phone: 972.836.2919 | Fax: 888.567.1131
www.quicksetconcrete.com

Company Resources

Staffing list, President, Operations Manager, Project Manager/Estimator, Project manager, Field crew, Punchlist crew.

Vehicles, F-150s with all necessary tools for Field crew daily Operations, Diesel F-250 and Diesel Ram For Trailer/Equipment and material transportation.

Construction Equipment, Power tools, Drills, Hammer drills, Carpentry saws, Generators, Lazer levels, Transit stations, (All other smaller necessary tools for demo and forming), Tilt Flatbed Trailer, Dump Trailer, Backhoe, Skid steer, Walk behind saws, Compaction equipment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

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 Insurance One Agency, L.C. 14180 Dallas Parkway Suite 900 Dallas TX 75254		CONTACT NAME: Seresa Hill PHONE (A/C, No, Ext): (972) 267-8000 FAX (A/C, No): (972) 380-6310 E-MAIL ADDRESS: seresa@insuranceoneagency.com	
INSURED Quick Set Concrete 400 Tx 121 Suite #300 Lewisville TX 75056		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Assurance Co. INSURER B: State Auto Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2212703950 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 INSD	SUBR WVD	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 ☐ PROJECT ☐ LOC OTHER:			VUMA0293680	12/05/2022	12/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			10146259CA	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			VUMA0293740	12/05/2022	12/05/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	10146258WC	08/30/2022	08/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Insured's Copy	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 <i>Derwood Phillips</i>
---	---

Certificate Of Completion

Envelope Id: 0B647151AA2E462A97410215A0DA37BB

Status: Completed

Subject: FINAL: 8.21.23_K9c_Contract No. 2023-56-A - Quickset Concrete.pdf

Source Envelope:

Document Pages: 18

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Anne Carnes

AutoNav: Enabled

2121 Cross Timbers Rd

Enveloped Stamping: Disabled

Flower Mound, TX 75028

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

anne.carnes@flower-mound.com

IP Address: 97.105.97.14

Record Tracking

Status: Original

Holder: Anne Carnes

Location: DocuSign

9/20/2023 11:36:16 PM

anne.carnes@flower-mound.com

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

Michael Ingle



Sent: 9/20/2023 11:40:01 PM

Michael@quicksetconcrete.com

Viewed: 9/21/2023 6:40:18 AM

President

Signed: 9/21/2023 6:41:44 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.197.67.230

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/21/2023 6:40:18 AM

ID: 9098708f-2a6e-4303-9a75-fb2ee718f71a

Derek France



Sent: 9/21/2023 6:41:46 AM

mayor@flower-mound.com

Viewed: 9/21/2023 8:17:52 AM

Mayor

Signed: 9/21/2023 8:18:25 AM

Town of Flower Mound

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 47.188.211.129

Electronic Record and Signature Disclosure:

Accepted: 6/22/2021 2:20:34 PM

ID: 964510c2-b844-4143-a0ab-81863a2ef394

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ginger Choate

COPIED

Sent: 9/21/2023 8:18:26 AM

Ginger.Choate@flower-mound.com

Viewed: 9/21/2023 9:57:30 AM

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

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Sabrina Zadow sabrina.zadow@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:18:27 AM
Marquita Shamlin marquita.shamlin@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:18:28 AM Viewed: 9/21/2023 10:54:32 AM
Bonnie St Pierre Bonnie.StPierre@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:18:28 AM Viewed: 9/21/2023 8:20:09 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 11:40:01 PM
Certified Delivered	Security Checked	9/21/2023 8:17:52 AM
Signing Complete	Security Checked	9/21/2023 8:18:25 AM
Completed	Security Checked	9/21/2023 8:18:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Town of Flower Mound:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: anne.carnes@flower-mound.com

To advise Carahsoft OBO Town of Flower Mound of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at anne.carnes@flower-mound.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Town of Flower Mound

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

To withdraw your consent with Carahsoft OBO Town of Flower Mound

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Town of Flower Mound as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Town of Flower Mound during the course of my relationship with you.



TOWN COUNCIL AGENDA I.5. CONSENT ITEM(S)

DATE: January 20, 2026
FROM: Dale Crown, Assistant Director of Engineering
ITEM: **Consider approval of a Professional Services Agreement with Freese and Nichols, Inc., for the design phase services associated with the Stonecrest Pump Station Phase II project, in the amount of \$547,640.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Stonecrest Pump Station Phase II project will include the expansion of the existing pump station by adding a fourth pump, a new 5.0 million gallon ground storage tank, yard piping, a new meter vault and approximately 75 linear feet of 36-inch water line. The project is included in the Town's Water Master Plan.

Phase II of the Stonecrest Pump Station was completed in 2016. The proposed Stonecrest Pump Station Phase II project will provide necessary storage and pumping for the ongoing development of west Flower Mound. The estimated cost of construction is approximately \$11,200,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The proposed improvements are necessary to maintain adequate water service in western Flower Mound.

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)

\$273,000.00

\$274,640.00

\$547,640.00

Account Number(s):

601-900-98352-6070

630-960-98352-6070

LEGAL REVIEW: The Town's standard professional service 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. Professional Service Agreement
2. Form 1295 Certificate

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 20th day of January, 2026, 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 surveying, design and providing construction documents for the Stonecrest Pump Station Phase II project; 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 Stonecrest Pump Station Phase II project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "SC" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "SC" 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 "SC" 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 Five Hundred Forty-Seven Thousand Six Hundred Forty and No/100 Dollars (\$547,640.00). 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 lump 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@flowermound.gov

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, 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:

Dale Crown, PE
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 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. EXCEPT FOR CLAIMS COVERED BY THE PROFESSIONAL LIABILITY 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 REASONABLE 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.

FOR CLAIMS COVERED BY THE PROFESSIONAL LIABILITY 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 REASONABLE 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. CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, 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 CONSULTANT 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:

Dale Crown, PE
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 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:

Scott Hubley, PE, CFM
Principal and Vice-President
Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
817-343-9194 Telephone
Scott.Hubley@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.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

CONSULTANT:
FREESE & NICHOLS, INC.

THE TOWN OF FLOWER MOUND, TEXAS

By Nicholas Lester _____

By: _____

Name: Nicholas Lester _____

Name: _____

Title: Vice President _____

Title: _____

Dated: 01/07/2026 _____

Dated: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF TOWN

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) is engaging with the Town of Flower Mound, Texas ("Town") to provide professional engineering services for the Stonecrest Pump Station Phase 2 ("Project"). The Project will include the expansion of the existing pump station from a firm capacity of 17 MGD to 25 MGD, a new 5.0 million gallon (MG) prestressed concrete ground storage tank (GST) and all yard piping associated to connect to the existing piping, a new meter vault on the existing discharge line and approximately 75 linear feet of 36" water line connection to existing discharge line to the existing line along Stonecrest Road. The Project will have the following items:

1. 5.0 MG GST on the existing site including all associated yard piping, valving, instrumentation connections to existing water lines, and connection to the existing storm drain system.
2. Installation of one (1) new bottom suction horizontal split case pumps sized at approximately 8.5 MGD at 450 HP. Supporting motors with concrete pads, piping valves/actuators and miscellaneous appurtenances will be provided in conjunction with the existing pump station headers/penetrations.
3. Installation of one (1) new soft starters to control new HSCPs. Soft starters will be installed within the existing electrical room.
4. Discharge flow meter vault including lighting, receptacles, sump pumps, and ventilation. The flow meter will be a magnetic flow meter.
5. 36-inch water line to connect two existing water lines.

The Project will include one construction bid package.

The Project will include conventional design-bid-build delivery method.

The scope includes the following:

- A. Preliminary Design Phase
- B. Final Design Phase
- C. Bid Phase
- D. Special Services will include:
 - a. Topographic Survey
 - b. Geotechnical
 - c. Matterport Scan
 - d. Preliminary Pressure Analysis Technical Memorandum
- E. Deliverables:
 - a. Monthly One Page Reports with Invoices
 - b. Preliminary Design Report including cost estimate
 - c. 60% Submittal
 - i. Plans, Table of Contents for Specifications, and Cost Estimate
 - d. 90% Submittal
 - i. Plans, Specification and Cost Estimate
 - e. 100% Submittal
 - i. Plans, Specifications, and Cost Estimate

Assumptions:

- Town will provide water model and system curve for current and buildout demands.
- The proposed pumps will be on fixed speed soft starters.
- The existing facility is rated and designed to house all new improvements including pumps, motors, electrical and SCADA equipment, HVAC, etc. No building expansions or structural modifications are required with this project. If modifications are required and additional service to design these modifications is requested, changes will not be updated to current codes and will identify with the codes used to design existing structure.
- The existing electric service is sufficient to support the pump station expansion, and no modifications are required. If modifications are required, this will be an additional service.
- The existing generator capacity requirements remain and will not be evaluated as part of this contract. No modifications will be made to the generator system.
- No easements are required for the project. All improvements are within the existing easements and Town owned property.
- Town front ends and FNI technical specifications will be used for the project.
- Town to provide all existing CAD files of Stonecrest Pump Station and Ground Storage Tank. These drawings will be used as the base files for this design project. MatterPort will be utilized to assist in reviewing dimensions in the existing facility.
- This scope is based on design completion by October 2026, and construction duration of 16 months.
- It is assumed the existing tank has any required approval from TCEQ and effort under this scope will not include the need to retroactively apply for an exception/variance.
- General requirements will be included in each phase of the project to support design correspondence for each respective phase.
 - Items within this task will include management of the design team and subs, and monthly reporting/documentation of activities.
- General Representation during Construction Phase and start up services will be added to the project with a future amendment.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PRELIMINARY PHASE: FNI shall provide professional services in this phase as follows:

1. Review existing data including record drawings provided by the Town.
2. Conduct one (1) site visit to the existing site with Town staff.
3. FNI to review the existing system curve and pump curves data from shop drawings and SCADA data to confirm sizing of pumps and associated piping based upon hydraulic conditions.
4. Evaluate available pump selections from manufacturers. Coordinate with pump manufacturers for pump selection, current costs and delivery schedule estimates. FNI to review the original specifications and recommend updates for the proposed pump specifications.
5. Evaluate electrical equipment and confirm proposed equipment will fit within existing building envelope.

6. Evaluate existing electrical system to confirm it can support the modifications.
7. Evaluate impact of modifications on the existing power factor correction solution and provide recommendations as needed.
8. Coordinate with the electric utility company to verify the assumptions made on additional load to the existing service.
9. Evaluate impact on the existing pump controls due to modifications related to the GST addition. Provide recommendations on instrumentation and controls equipment to support the expansion.
10. Evaluate lighting fixtures at the pump station to identify any potential upgrades associated with LED fixtures.
11. Verify the SCADA panel and related equipment has the capacity to support the modification's I/O signal requirements.
12. FNI will draft a technical memorandum summarizing the pump selections received, electrical analysis, recommendations and cost estimate.
13. Conduct one (1) review meeting with the Town on the draft Technical Memorandum to obtain comments. Comments will be addressed and the memo will be finalized after the comment review meeting.

B. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, design, and layouts of improvements to be constructed (if surveys are to be furnished, they shall be considered Special Services, pursuant to Article II, or Additional Services, pursuant to Article III).
2. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.
3. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
4. Continue coordination with the electric utility company as needed to verify the assumptions made on additional load to the existing service.
5. Prepare opinion of probable construction cost, at the appropriate level, for each submittal.
6. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
7. Provide design submittals at 60%, 90% and 100% design milestones. Meet with the Town for a review workshop at each submittal.
8. Stonecrest Pump Station Phase 2 Design
 - a. Site layout including tank location, grading, yard piping horizontal alignment, existing connections, water and sewer service.

- b. Pump building mechanical floor plan and sections. Floor plan will show proposed pumps, piping, valving and major equipment.
 - c. Structural sheets showing concrete pads, supports and flow meter vault plans, sections and details.
 - d. Electrical drawings including a site plan, electrical room, pump station, meter vault, and GST layouts, one-line diagrams, and details.
 - e. Process and instrumentation diagrams.
 - f. GST plans will show elevations and details.
 - g. 36-inch interconnect will show existing utilities, infrastructure, buildings, property lines, landscaping coordination connections, and other pertinent information.
- 9. Furnish Town three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Town, for each design submittal as described above. Upon final approval by Town, FNI will provide Town one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Town.
- C. BID OR NEGOTIATION PHASE: Upon reaching the needed completion of the design services and approval of "Final" drawings and specifications by Town, FNI shall provide professional services in this phase as follows:
 - 1. Print three (3) sets of Bid Documents for the Town during Bid.
 - 2. Assist Town in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Town to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Town.
 - 3. Assist the Town in conducting a pre-bid conference for the construction projects and coordinate responses with Town. Response to the pre-bid conference will be in the form of addenda issued after the conference.
 - 4. FNI will attend one (1) bid opening meeting.
 - 5. Assist Town by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - 6. Assist Town in the preparation of Construction Contract Documents for construction contracts. Provide three (3) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Town and construction contractor. Distribute one (1) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Town with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

A. DESIGN SURVEY

FNI shall retain and monitor the services of a surveying firm (as a sub-consultant) to perform surveying services for the project. The following survey shall be provided for:

1. Prepare a design topographic survey of the water line. Survey limits for the water line is approximately 430 foot by 300 foot area as shown in Attachment A. Survey will indicate all surface features, spot elevations, sanitary sewer cleanout, right-of-way lines, trees 4" and larger, and orthorectified imagery to be used. Establish horizontal and vertical control, horizontal control will be NAD/83 Texas Coordinate System and NAVD/88 Vertical Datum.

B. GEOTECHNICAL

1. Select and mark 5 boring locations at the ground storage tank site and notify Texas 811 and the Town to request location and marking of existing underground utilities prior to the field exploration.
2. Subcontract with a geotechnical drilling contractor to drill the borings to the following depths:
 - a. 1 boring to a depth of 70 feet
 - b. 4 borings to a depth of 40 feet
3. Samples will be collected intermittently using continuous or hollow-stem augers and either split-spoon or tube samplers. Rock and rock-like materials will be cored or tested insitu using a TxDOT Cone Penetration Test. At completion, the boreholes will be backfilled with auger cuttings.
4. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).
5. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
6. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Dry unit weight
 - d. Unconfined compressive strength
 - e. Swell tests
7. Prepare a technical memorandum of the geotechnical investigation to include:

- a. Attachment with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - c. Foundation and site preparation recommendations for the proposed ground storage tank and yard piping.
 - d. Earthwork related recommendations for use during development of plans and specifications.
- C. Matterport Scan
 - a. Conduct one (1) site visit to perform a 3-D Matterport scan of the entire plant. The data will be processed, and the Town will be provided access to a browser-based viewer of the scan.
- D. Pump Control Analysis
 - a. FNI will review the existing control logic and start/stop sequencing of existing pumps.
 - b. FNI will review Town provided SCADA data.
 - c. FNI will attend up to two (2) days (assumed up to 4 hours including travel time) for field testing with Town operators/staff.
 - d. FNI will prepare a preliminary analysis memorandum identifying potential causes of pressure drop issues within the existing system.
 - e. Conduct one (1) Virtual review meeting with the Town on the draft memorandum to obtain comments. Comments will be addressed, and the memo will be finalized after the comment review meeting. Any design necessary for improvements will be considered an additional service.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Town, are described as follows:

- A. General Representation during the Construction Phase and Start Up Services.
- B. Analysis of the addition of pumps to increase capacity of the pump station and all modifications associated with additional pumps.
- C. Field layouts or the furnishing of construction line and grade surveys.
- D. GIS mapping services or assistance with these services.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client.
- G. Providing renderings, model, and mock-ups requested by the Client.
- H. Revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within

the control of FNI.

- I. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- K. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- L. Preparing Operation and Maintenance Manuals or conducting operator training.
- M. Preparing data and reports for assistance to Client 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.
- N. Furnishing the services of a Resident Project Representative to act as Client's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Client against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Client provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Client agrees that whenever FNI informs him in writing that any such personnel provided by the Client are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- O. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- P. Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- Q. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

- R. Assisting Client 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.
- S. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- T. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- U. Services required to resolve bid protests or to rebid the projects for any reason.
- V. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- W. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- X. Providing services after the completion of the construction phase not specifically listed in Article I.
- Y. 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 Client.
- Z. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- AA. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- BB. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- CC. Provide follow-up professional services during Contractor's warranty period.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in:

- Technical Memorandum: 90 days from Notice to Proceed
- 60% Design Submittal: 110 days from receipt of Preliminary Design Phase comments.
- 90% Design Submittal: 75 days from receipt of 60% Phase comments.
- 100% Design Submittal: 45 days from receipt of 90% Phase comments.
- Bid and Construction Phase: To follow after 100% Design Submittal

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Town or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF TOWN: Town shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Town recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Town or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Town budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- 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. Provide all criteria and full information as to Town's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Town will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. 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, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Town shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Town shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Town.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Town may require or FNI may reasonably request with

regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Town may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Town may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- J. If Town designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. 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, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Town designate the following representatives:

Town's Designated Representative –

Dale Crown, P.E.
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302
Dale.Crown@FlowerMound.gov

Town's Accounting Representative –

Dale Crown, P.E.
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302
Dale.Crown@FlowerMound.gov

FNI's Designated Representative –

Ashley Carter, P.E.
101 S. Locust Street, Suite 202
Denton, Texas 76102
940-215-5441
Ashley.Carter@freese.com

FNI's Accounting Representative –

Misty Ballard
817-735-7290
Misty.Ballard@freese.com

ATTACHMENT B
PROJECT COMPENSATION SCHEDULE / HOURLY RATES (CONT.)

<u>Scope of Services:</u>	<u>Cost</u>
<u>Basic Services:</u>	
A. Preliminary Design Phase	\$ 89,350
B. Design Phase (60%, 90%, 100%)	\$ 358,220
C. Bid Phase	\$ 19,920
Basic Services Total (Lump Sum):	\$ 467,490
<u>Special Services:</u>	
D. Surveying Services	\$ 12,800
E. Geotechnical Services	\$ 49,050
F. Matterport Scan	\$ 5,050
G. Pump Control Analysis	\$ 13,250
Special Services Total (Not to Exceed):	\$ 80,150
Total Compensation (Not to Exceed):	\$ 547,640

COMPENSATION

ATTACHMENT CO

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 Four Hundred Sixty Seven Thousand Four Hundred Ninety Dollars (\$467,490).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Eighty Thousand One Hundred Fifty Dollars (\$80,150).

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.

Position	Hourly Rate	
	Min	Max
Professional 1	99	191
Professional 2	116	198
Professional 3	143	303
Professional 4	157	364
Professional 5	208	378
Professional 6	235	442
Construction Manager 1	109	167
Construction Manager 2	123	201
Construction Manager 3	160	208
Construction Manager 4	170	259
Construction Manager 5	208	317
Construction Manager 6	279	378
Construction Representative 1	89	109
Construction Representative 2	99	126
Construction Representative 3	106	191
Construction Representative 4	136	201
CAD Technician/Designer 1	72	130
CAD Technician/Designer 2	102	204
CAD Technician/Designer 3	136	242
Corporate Project Support 1	75	167
Corporate Project Support 2	82	245
Corporate Project Support 3	102	354
Intern / Coop	55	99

Rates for In-House Services and Equipment

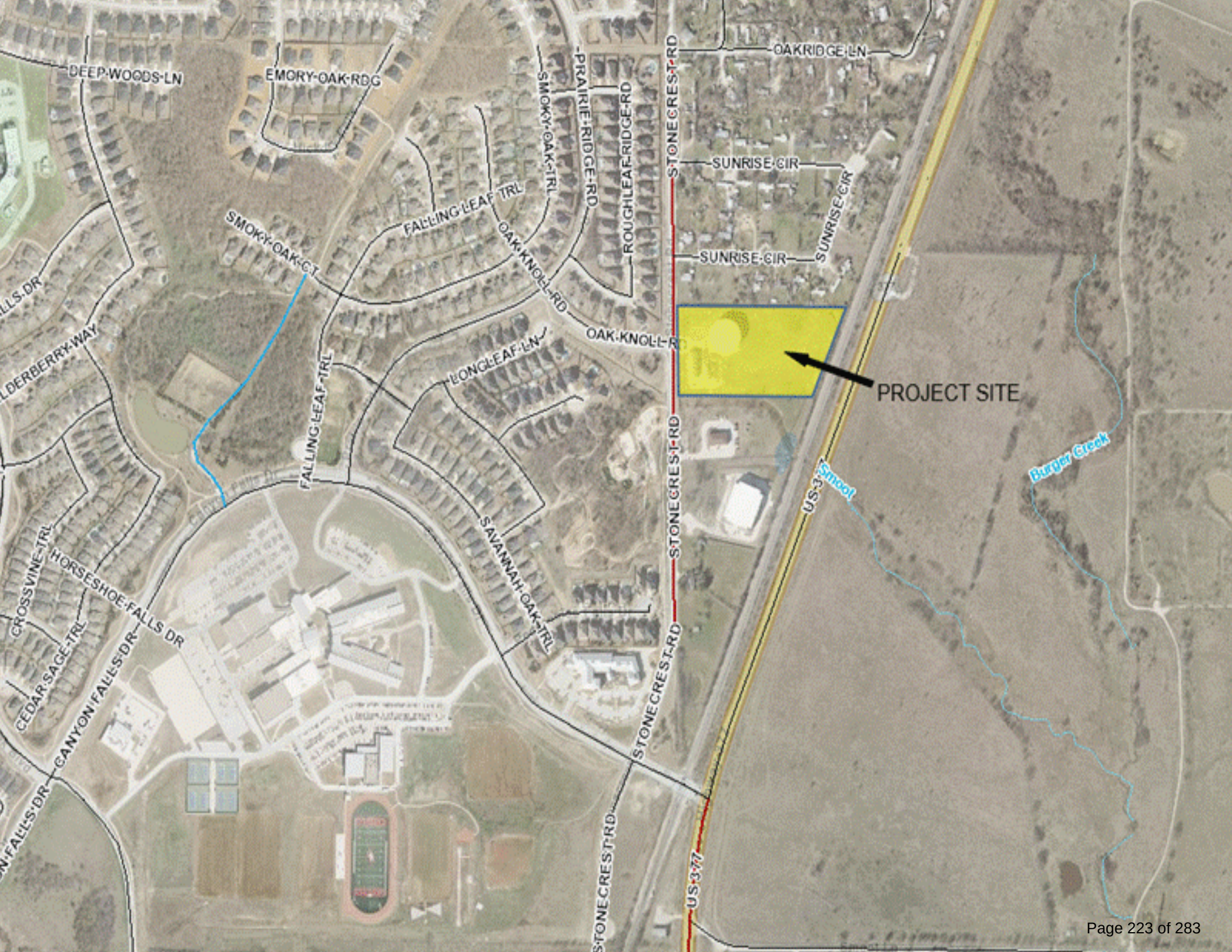
<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<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 2025.

340022025





TOWN COUNCIL AGENDA I.6. CONSENT ITEM(S)

DATE: January 20, 2026
FROM: Daniel Almond, Deputy Police Chief
ITEM: Consider the approval of the purchase of a Bosch CDR 900 DLC Tool Kit from Crash Data Group in the amount of \$53,700.00 for Police Accident Investigators.

BACKGROUND: This product allows collision investigators to quickly obtain critical vehicle data from serious injury and fatal crashes. The data improves investigative accuracy by identifying factors that may not be reliably determined through witness statements. It also reduces investigation time and roadway closures while strengthening criminal and civil cases, ultimately supporting thorough, professional investigations. The purchase will be made with Seizure Funds.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: There are no other alternatives. This is the only company which sells the product in the US or Canada.

FISCAL IMPACT: \$53,700

Proposed Expenditure/(Revenue)

\$53,700.00 Includes First Annual Fee

\$1,800.00 Annually Starting Second Year

Account Number(s):

332-365-00000-2300

100-640-43500-5130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Crash Data Group Inc. Qte #16162
2. 2025 Sole Source Crash Data Group Letter
3. Sole Source Justification Form

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

Crash Data Group, Inc
 PO Box 892885
 Temecula, CA 92589 USA
 8002807940
 crash@crashdatagroup.com
 www.crashdatagroup.com

Quote



ADDRESS
 Flower Mound Police - TX
 4150 Kirkpatrick Lane
 Flower Mound, TX 75028 US

SHIP TO
 Flower Mound Police - TX
 4150 Kirkpatrick Lane
 Flower Mound, TX 75028 US

QUOTE #	DATE	EXPIRATION DATE
Q16162	12/09/2025	01/09/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CDR-900-DLC	Bosch CDR900 DLC Tool Kit with power supply. Note: Software license sold separately	1	4,500.00	4,500.00
PREMIUM-ACM-KIT	Bosch CDRD2M Premium Bundle. Contains all Bosch direct-to-module cables and adapters currently available in the Bosch CDR product line. (Does not include discontinued items). NOTE: This item does not include a software license, VCI's, or DLC cables/adapters.	1	26,800.00	26,800.00
HKDLC-SW	Hyundai and Kia EDR 2.0 Tool Kit with software license.	1	13,300.00	13,300.00
HDLC-BASE	GIT Hyundai EDR 2.0 Hardware base Kit	1	5,700.00	
KDLC-BASE	GIT Kia EDR 2.0 Hardware Kit	1	5,700.00	
GITHYDSWN-12	Hyundai EDR software license. VCI SN#: Date Range:	1	900.00	
GITKIASWN-12	Kia EDR software license. VCI SN#: Date Range:	1	900.00	
CASE-HK-DLC	Hard-shell case for the Hyundai and Kia EDR DLC kit. Includes padded mesh lid pocket and padded protection tray.	1	100.00	
TEDR Kit	EDR Retrieval Hardware Kit w/DLC for Tesla vehicles.	1	1,600.00	1,600.00
GIT ACU Cable Set	Complete set of GIT Hyundai, Genesis, and Kia ACU Direct-to-Module (D2M) cables. CFCI module Adapter sold separately. (Insured)	1	7,600.00	7,600.00
SHIP	US Shipping and Handling	1	300.00	300.00
DISCOUNT	Hyundai Kia Combo Kit discount	1	-400.00	-400.00

FEIN: 46-3027670

Download our W9, Sole Source, and other documents at
<https://crashdatagroup.com/pages/crash-data-group-documents-support>

Payment by Check:

1. Payable to: Crash Data Group Inc.

2. Mailed to:

Crash Data Group

PO Box 892885

Temecula, CA 92589

3. If paying by credit card a 3.0% fee will be charged

4. All payments must be made in USD

SUBTOTAL

53,700.00

TAX

0.00

TOTAL

\$53,700.00

Purchase Order Instructions:

1. We do not accept POs that are less than \$500.00

2. Reference the "Quote #" on the PO

3. All POs must be signed

4. All POs must be NET30 Terms and issued to:

Crash Data Group, PO Box 892885, Temecula, CA, 92589

5. Signed POs may be emailed to

purchasing@crashdatagroup.com

Accepted By

Accepted Date

FEIN: 46-3027670

Download our W9, Sole Source, and other documents at

<https://crashdatagroup.com/pages/crash-data-group-documents-support>



Helping you understand the crash

This letter valid through December 31, 2025

2025 CDR Sole Source Letter

To Whom It May Concern,

BOSCH Automotive Service Solutions

The Bosch Crash Data Retrieval Tool (CDR), including units, accessories and software are products of Bosch Automotive Service Solutions. The CDR products are only available for retail purchase in the United States and Canada through Crash Data Group Inc, Bosch's sole product distributor.

TESLA Motors

The EDR Hardware Kit for Tesla vehicles with genuine Tesla in-car and direct-to-module cables are only available for retail purchase in the United States and Canada through Crash Data Group Inc, Tesla's EDR hardware distributor.

GIT of America (Hyundai and Kia)

The Hyundai EDR Tool Kit and the Kia EDR Tool Kit along with direct-to-module cables, power and adapters are available for retail purchase through Crash Data Group Inc., an authorized distributor for GIT of America. Crash Data Group Inc. offers the Hyundai and Kia EDR Tool kits in exclusive configurations and packaging that is only available through Crash Data Group Inc. in North America.

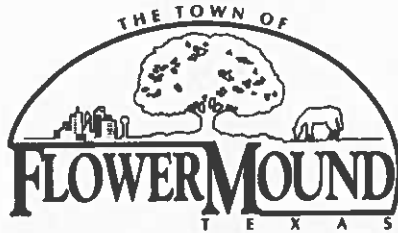
Sincerely,

A handwritten signature in black ink, appearing to read "S. B. Baker".

Scott Baker
President, Crash Data Group Inc
800-280-7940
sbaker@crashdatagroup.com
www.crashdatagroup.com

Crash Data Group, Inc

PO 892885, Temecula, CA 92589 || 42206 Remington Ave, Temecula, CA 92590
P: (800) 280-7940 | www.crashdatagroup.com | E: crash@crashdatagroup.com



SOURCING JUSTIFICATION FORM

FOR SPECIAL SOURCING REQUESTS GREATER THAN \$3,000

Requests for special sourcing must be justified in writing by the requestor and approved by the appropriate authorities. Every effort should be made to avoid special sourcing purchases as they limit competition and place the Town at risk of paying a premium for a product or service. To submit a request for a sole source or emergency purchase, please check the appropriate category and circumstance boxes below, complete the Sourcing Request Documentation Form, and forward all pages (including attachments) to the Purchasing Department for approval. Purchasing will request additional information if required.

☒ SOLE SOURCE

A sole source purchase is applicable **when the product or service required can only be obtained from one supplier** and there is adequate justification that no other product or service exists that will meet the Town needs. Allowable circumstances are limited by law to:

- ☒ Patents, copyrights, secret processes, or natural monopolies
- ☐ Films, manuscripts, or books
- ☐ Gas, water, and other utility services
- ☐ Captive replacement parts or components for equipment

SOURCING REQUEST DOCUMENTATION

Requesting Department: Police

Request Submitted By: Laura Schein #241

Requested Supplier: Crash Data Group

Product or Service: Bosch CDR, TESLA EDR, Hyundai EDR Tool Kit and Kia EDR Tool Kit w/ all adequate accessories and cables

Requisition # Quote #Q16162

Is this a one-time or a recurring requirement? ☐ One-Time ☒ Recurring

To Be Completed by the Requesting Department:

1. FOR SOLE SOURCE REQUESTS: The scope of work or specifications for the requested product(s) or service(s) must be attached.

☐ Scope of Work Attached (for services) ☒ Specifications Attached (for products)

Sourcing Justification Form

8/18

Page 1

- a. Who was the source of the scope of work or specifications? Crash Data Group
- b. Attach the supplier's proposal, including detailed/itemized pricing.
2. FOR SOLE SOURCE REQUESTS: To the best of your knowledge, is the above referenced supplier the only provider of this product or service?

Yes

3. FOR SOLE SOURCE REQUESTS: Have other product or service options been explored? If yes, explain in detail.

Yes, this is the only company which sells the product in US or Canada

4. FOR SOLE SOURCE REQUESTS: What are the characteristics of this product or service that makes it unique and why are these characteristics vital to Town operations? What market research was performed by your department to arrive at the recommended supplier?

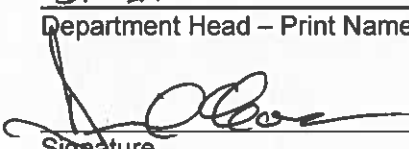
Crash Data Group is the only product distributor for retail purchase in the United States or Canada for this product and would allow collision investigators to obtain necessary vehicle data from vehicles involved in serious bodily injury and fatality crashes. The Town has previously purchased equipment from this supplier.

5. FOR SOLE SOURCE REQUESTS: How would job accomplishment and/or cost to the Town be impacted if another supplier's product or service with similar capabilities was substituted?

There is no product available from any other supplier.

Approved:

DAVID COULON
Department Head – Print Name


Signature

12-30-25
Date

To Be Completed by Purchasing Department:

Sourcing research performed by: _____
Name

Purchasing Manager's decision regarding this request:

☐

Concurs

☐

Rejects

Justification for position (include attachments if applicable).

Check if attachment(s) added ☐



TOWN COUNCIL AGENDA I.7. CONSENT ITEM(S)

DATE: January 20, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of utilizing a Utility Construction Materials contract with North Texas Winwater for the purchase of water line parts and materials, in the amount of \$38,000 annually through Buy Board Contract No. 756-24; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with two one-year renewal options.**

BACKGROUND: The Public Works Utility Line Maintenance (ULM) Division would like to utilize a Buy Board Contract No. 756-24 for the purchase of materials and parts for utility line repairs. This contract would be utilized to purchase water meter boxes, DI fittings, C900 pipe, brass fittings, clamps, fire hydrant parts and other various products for water line repairs and replacements. The Public Works ULM Division has previously purchased parts and materials from North Texas Winwater for the past years. NTX Winwater offers excellent customer service and provides high-quality parts that are manufactured and produced in the United States of America. All parts and materials meet the Town's standard specifications.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Not approving will delay purchasing orders.

FISCAL IMPACT: \$38,000.00

Proposed Expenditure/(Revenue)
\$38,000.00

Account Number(s):
200-690-92320-4311
200-690-92330-4306

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BUY BOARD
2. Verified New BuyBoard Contract 756-24

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

The Local Government Purchasing Cooperative

For the Period 12/01/2024 to 11/30/2025

Final Catalog Award Report for Building Maintenance, Repair, and Operations Products and Supplies, No. 756-24

15. Discount (%) off catalog/price list for **Plumbing Supplies, Materials, and Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
INFINITY CONTRACTORS INT'L LTD	AERCO Catalog	29%	No
Hajoca Corporation	All Other Brands price list (5%-75%)	5%	No
Ashcraft Company	American Wheatley price list	35%	Yes
American Mechanical Services of Houston	AMS of Houston price list	0%	Yes
Ashcraft Company	Amtrol price list	25%	No
Ashcraft Company	Armstrong Fluid Technology price list	20%	Yes
North Texas Winwater	AYMcDonald Plumbing price list	40%	Yes
North Texas Winwater	AYMcDonald Waterworks price list	25%	Yes
AZTECA Designs, Inc	AZTECA Designs price list	0%	No
Ashcraft Company	Barmesa Pumps price list	20%	Yes
Best Plumbing Specialties Inc.	Best Plumbing Specialties price list	20%	Yes
City Supply Co., Inc.	Bradley price list	5%	Yes
Burton Auto Supply (Vaughan Interests, Inc.)	Burton Companies price list	50%	Yes
Ashcraft Company	Caleffi price list	35%	Yes
CBS Mechanical, Inc.	CBS Mechanical Inc price list	2%	No
CC Distributors, Inc	CC Distributors, Inc. price list	15%	Yes
City Supply Co., Inc.	Cello price list	5%	Yes
Certified Laboratories, A Div of NCH Corp.	Certified Laboratories price list	25%	No
City Supply Co., Inc.	Charlotte Pipe price list	5%	Yes
Chemsearch, A Div Of NCH	Chemsearch price list	25%	No
City Supply Co., Inc.	Chicago Faucets price list	5%	Yes
North Texas Winwater	Clow Valves price list	23%	Yes
Concord Commercial Services, Inc.	Concord Commercial Services price list	0%	No
Ashcraft Company	Crane Pumps price list	15%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2024 to 11/30/2025

Final Catalog Award Report for Building Maintenance, Repair, and Operations Products and Supplies, No. 756-24

15. Discount (%) off catalog/price list for **Plumbing Supplies, Materials, and Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Hajoca Corporation	Kohler price list (5%-75%)	5%	Yes
Mechanical Reps, Inc	Laars Plumbing price list	25%	No
Land & Sea Services	Land & Sea Services price list	10%	No
City Supply Co., Inc.	LASCO price list	5%	Yes
Ashcraft Company	Lochinvar price list	20%	No
Winston Water Cooler, Ltd.	Lochinvar price list	15%	No
Longhorn Electrical Services, Inc	Longhorn Electrical Services price list	0%	No
Ashcraft Company	Macurco price list	20%	No
Mark's Plumbing Parts (John W Gasparini, Inc)	Mark's Plumbing Parts price list	0%	Yes
City Supply Co., Inc.	Matco-Norca price list	5%	Yes
McCoy's Building Supply (McCoy Corporation)	McCoy's Building Supply price list	4%	Yes
Mid American Research Chemical Corp MARC	Mid-American Research Chemical price list	10%	Yes
Momar, Inc.	Momar price list	3%	Yes
North Texas Winwater	MultiFittings Water and Sewer price list	35%	Yes
Hajoca Corporation	Navien price list (5%-75%)	5%	No
City Supply Co., Inc.	Orion price list	5%	Yes
Plumbmaster Inc	Plumbmaster price list	20%	Yes
City Supply Co., Inc.	Powers price list	5%	Yes
PRO CHEM INC	Pro Chem Inc price list	8%	No
Morrison Sply co.	Reece price list (20%-80%)	20%	Yes
Hajoca Corporation	Rheem price list (5%-75%)	5%	No
Hajoca Corporation	Rinnai price list (5%-75%)	5%	No
RNDI Companies, Inc.	RNDI Companies, Inc. price list	2%	No
Phi Heating & Air Inc	Samsung price list	10%	No



The Local Government Purchasing Cooperative

For the Period 12/01/2024 to 11/30/2025

Final Catalog Award Report for Building Maintenance, Repair, and Operations Products and Supplies, No. 756-24

15. Discount (%) off catalog/price list for **Plumbing Supplies, Materials, and Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
SourceBlue, LLC.	SB - A.O. Smith price list	5%	No
SourceBlue, LLC.	SB - Armstrong price list	5%	No
SourceBlue, LLC.	SB - Armtrol price list	5%	No
SourceBlue, LLC.	SB - Bradford White price list	5%	No
SourceBlue, LLC.	SB - Elkay price list	5%	No
SourceBlue, LLC.	SB - Kohler price list	5%	No
SourceBlue, LLC.	SB - Sloan price list	5%	No
SourceBlue, LLC.	SB - Yasutomo price list	5%	No
SourceBlue, LLC.	SB- Chicago Faucets price list	5%	No
Decker Equipment/School Fix (Decker Inc)	School Fix Catalog	5%	No
Shiffler Equipment Sales, Inc.	Shiffler Equipment Sales price list	5%	Yes
North Texas Winwater	Sigma Import DI Fittings price list	28%	Yes
North Texas Winwater	Sigma Import Restraints price list	25%	Yes
Winston Water Cooler, Ltd.	Sloan price list	15%	No
City Supply Co., Inc.	Sloan price list	5%	Yes
City Supply Co., Inc.	Spartan Tool Drain Cleaning price list	5%	Yes
City Supply Co., Inc.	Spears price list	5%	Yes
Ashcraft Company	Steele Plastics price list	15%	Yes
TAC Consultations & Installations Inc.	TAC Consultations & Installations price list	0%	No
Total Maintenance Solutions (Total Maintenance Solutions South)	Total Maintenance Solutions price list	25%	Yes
North Texas Winwater	Tyler Union Domestic DI Ftgs price list	8%	Yes
North Texas Winwater	Tyler Union Domestic Restraint price list	10%	Yes
City Supply Co., Inc.	United Pipe & Steel price list	5%	Yes

Business Products (HUB); Cielo Office Products (HUB); Claridge Products and Equipment, Inc.; Coastal Office Solutions, Inc.; Demco, Inc.; Dewitt Poth and Son (HUB); Dream Ranch Office Supplies (Dream Ranch LLC) (HUB); E-Clips USA (Dbn Enterprise Inc) (HUB); Flatt Stationers Inc.; Gateway Printing & Office Supply, Inc.; iOffice Delivers (iCopy, LLC) (HUB); Knowledge Tree (Knowledge Tree, LLC); Kurtz Bros. (Kurtz Bros. Inc.); Lavaca County Office Supply (HUB); Liberty Office Products (Liberty Data Products, Inc.); Limitless Office Products (Limitless Products) (HUB); LSS Digital Print/Finishing Systems (Litho Supply and Service Company, Inc.); Mayfield Paper Company; Officewise Furniture and Supply; Pala Supply Company, Inc (HUB); Perry Office Plus (Perry Office Products, Inc.) (HUB); Pitney Bowes; Preferred Business Solutions; Quadiant, Inc.; Sierra Packaging, Inc.; Smart Group Systems (HUB); Staples Business Advantage; The Orange Stationer (Dickerson PK Properties Inc); TopShelf Imaging (Top Shelf Technologies, LLC)

Contract 756-24 - Building Maintenance, Repair, & Operations (MRO) Products & Supplies *

Effective **December 1, 2024**

Contract 756-24 is a *partial replacement* of Contract 657-21, which permanently expires November 30, 2024.

The contract includes the following categories: electrical supplies, materials, equipment; various types of lamps; various types of lighting fixtures; indoor signage; solar supplies, doors, fasteners, hand tools, roofing materials, paint products, and a variety of other building maintenance products. Awards were based on a discount from catalog or product pricelist. The contract also provides not-to-exceed hourly labor rates for installation and repair services of certain specified products and equipment. This is a one-year award with two (2) one-year options for renewal, for a total contract term of three (3) years.

The following vendors (72) have been awarded: Accu Aire Mechanical LLC (HUB); Acme Architectural Hardware Inc; American Mechanical Services of Houston; Ashcraft Company; ATD Mechanical LLC; AZTECA Designs, Inc; Best Plumbing Specialties Inc.; Burton Auto Supply (Vaughan Interests, Inc.); Bush Supply Company (Edinburg) (Consolidated Electrical Distributors); CC Distributors, Inc; CED Houston; CED INC.-Columbia Electric Supply; Certified Laboratories, A Div of NCH Corp.; Chemsearch, A Div Of NCH; City Supply Co., Inc.; Coastal Welding Supply, Inc.; Complete Supply, Inc. (HUB); Crawford Electric Supply; CV Industrial Hardware LLC; Dealers Electrical Supply; Decker Equipment/School Fix (Decker Inc); DH Pace (D.H. Pace Door Services, a D.H. Pace Company, Inc.); Eagle Mountain Flag & Flagpole (Eagle Flag Products Inc.); Electracom Supply Inc. (HUB); Elliott Electric Supply; Facility Solutions Group; Fairway Supply; FastServ Supply Co./ ACE Bolt & Screw; Ferguson Enterprises LLC /dba/ Ferguson Facilities Supply (formerly Matera Paper); Glass Doctor of North Texas (Peruna Glass Inc.); Global Industrial; Gopher Industrial Inc; Grainger; Graves Winlectric Co.; H&H Door Company Inc.; Hajoca Corporation; HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd. FKA The Home Depot Pro; Hill Country Outdoor Power (HCOP, LLC); Himmel's Architectural Door & Hardware; Iconic Sign Group; IDN-Acme, Inc.; J&M Supply, Inc. (HUB); Johnson Supply. (Johnson Supply & Equipment Corp); Johnstone Supply-Houston (EPMA Corp, dba Johnstone Supply Houston) (HUB); Johnstone Supply, Austin (Austin Red Cedar Supply Inc.); Kleen-Air Filter Service & Sakes (Allison Enterprises, Inc.); Lawson Products, Inc; Longhorn Electrical Services, Inc (HUB); Mark's Plumbing Parts (John W Gasparini, Inc); McCoy's Building Supply; Mechanical Reps, Inc; Mid American Research Chemical Corp MARC; Momar, Inc.; Morrison Sply co.; North Texas Winwater; Pinnacle Dryer Corporation (KJones Industries); Plumbmaster Inc; PPG Architectural Finishes; Precision Concrete Cutting, Inc.; RAE Security Inc; Ram

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TOWN COUNCIL AGENDA I.8. CONSENT ITEM(S)

DATE: January 20, 2026
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of a Memorandum of Agreement with the Federal Emergency Management Agency (FEMA) and the Town of Flower Mound to begin the process of becoming a local alerting authority for emergencies and authorization for the Mayor to approve same on behalf of the Town.**

BACKGROUND: The Integrated Public Alert and Warning System (IPAWS), is FEMA's national system for public safety agencies local alerting. It provides authenticated emergency and life-saving information to the public through multiple pathways, including Wireless Emergency Alerts (WEA) on phones, the Emergency Alert System (EAS) on TV/radio, and on the National Oceanic and Atmospheric Administration's (NOAA) Weather Radio. This enables geographically targeted, multilingual alerts for emergencies like weather, missing persons, and public health threats. This Memorandum of Agreement (MOA) is a step in the process of becoming an IPAWS Alerting Authority. It covers the definitions, rules, and procedures governing IPAWS, and signing it signifies that the Town of Flower Mound will follow the rules and procedures outlined in the document.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TX Town of Flower Mound IPAWS MOA

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

Memorandum of Agreement between the Town of Flower Mound

and the



Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

Regarding the use of: Town of Flower Mound Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 4.8

12/03/2025

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

Document Change History

Version	Date	Author	Description
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead
4.8	4/26/2022	Gustavo Barbet Jr	Updated FEMA CISO POC

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: TX Town of Flower Mound signed //

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Town of Flower Mound hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Town of Flower Mound Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during “a state of public peril or disaster or other national emergency”
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
 - The ability to assign and manage user permissions; and
 - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
 - The provision of vendor support, to include user training, and around the clock technical support; and
 - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
 - The provision of an intuitive user interface, to include help menus; and
 - The ability to notify the user of digital certificate expiration; and
 - The ability to constrain event types and geocodes to user permissions; and
 - The ability to send one alert to multiple channels; and
 - The provision of displays that show required fields based on selected channel; and
 - The ability to pre-populate fields to the greatest extent possible; and
 - The ability to support templates; and
 - The ability to create a polygon or circle, of less than 100 nodes; and

- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
 - The ability to pre-check an alert message for errors, prior to sending; and
 - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
 - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
 - The provision of user confirmation of connectivity to IPAWS; and
 - The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Town of Flower Mound Official

Name: Cheryl Moore

Title: Mayor

Federal Emergency Management Agency

IPAWS-OPEN System Owner

Name: Al Kenyon

Title: IPAWS Customer Support Branch Chief

(Signature

Date)

Town of Flower Mound

2121 Cross Timbers Rd

Flower Mound

TX-75028

(Signature

Date)

Attn: IPAWS-OPEN System Owner, Suite 5NW-0309

Federal Emergency Management Agency

500 C Street SW

Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

Everbridge

Function	Location	Description of data, including sensitivity or classification level
Everbridge provides critical information to residents during emergencies by sending public alerts for major events for disseminations to WEA, EAS, NWEM and Public Feed	Amazon West Northern CA; Amazon East Ashburn VA	Data is comprised of emergency public alert messages.

**Add additional tables as needed.*

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Bobby Sanford

Title: Emergency Management Specialist

Business Email Address: bobby.sanford@flowermound.gov

Primary Phone Number: 5805599288

Alternate Phone Number:

Organization: Town of Flower Mound

Mailing Address:

, ,

Designated Alternate Point of Contact:

Name: Jason Bolejack

Title: Assistant Chief/Administration

Business Email Address: jason.bolejack@flowermound.gov

Primary Phone Number: 9728746208

Alternate Phone Number:

Organization: TX Town of Flower Mound

Mailing Address:

, ,

Designated Technical Point of Contact:

Name: Bobby Sanford

Title: Emergency Management Specialist

Business Email Address: bobby.sanford@flowermound.gov

Primary Phone Number: 5805599288

Alternate Phone Number:

Organization: Town of Flower Mound

Mailing Address:

”

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Charles Armstrong	202-975-8348	charles.armstrong@fema.dhs.gov	Chief Information Officer
Dr. Gregory Edwards	202.374.5392	Gregory.edwards@fema.dhs.gov	Chief Information Security Officer
May Wu	202-212-4735	jian-mei.wu@fema.dhs.gov	IPAWS Systems Engineer
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	IPAWS Information System Security Officer
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS Developer Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Town of Flower Mound Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Town of Flower Mound will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Town of Flower Mound is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Town of Flower Mound will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Town of Flower Mound understands that the use of digital signatures, used on their behalf, is binding and Town of Flower Mound will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
 - Be at least eight characters in length
 - Contain a combination of alphabetic, numeric and special characters
 - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed login attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Town of Flower Mound Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course IS-906: *Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Town of Flower Mound Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Town of Flower Mound Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B): Cheryl Moore

Signature:

Date:



TOWN COUNCIL AGENDA J.1. REGULAR ITEM(S)

DATE: January 20, 2026
FROM: Claire Barnes, Senior Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD25-0007 – Charco Storage) from Planned Development District-120 (PD-120) with Single-Family District 5 (SF-5) and Retail District-2 (R-2) uses to PD-120 with SF-5 and Commercial District-1 (C-1) uses to modify the conceptual plans, elevations, and development standards for the non-residential portion, with certain modifications, exceptions and waivers to the Code of Ordinances. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. (PZ recommended denial by a vote of 6 to 0 at its December 8, 2025, meeting.) *At the request of the applicant, this item will be tabled to the February 2, 2026, Town Council Meeting.***

BACKGROUND:

The applicant is requesting that this item be tabled to the February 2, 2026, meeting. The applicant is revising the concept plans based on feedback from P&Z and the public hearing. As of this report, staff has not received revised plans for review.

- Lot Size – 2.734 (Lot 1 and Lot 2, Block A of the Goddard School at Flower Mound Addition)
- Proposed Building Size - 118,206 square foot (39,402 footprint) mini-warehouse facility
- Existing Zoning – Planned Development No. 120 with Retail District-2 uses.
- Proposed Zoning – Planned Development No. 120 with Commercial District-1 uses.
- Exception/Modification Requests –
 - Use- Mini-warehouse requires an SUP in C-1 zoning. Applicant is requesting to permit use by right in PD-120.
 - Compatibility setback- multi-story buildings are required to provide 5' of setback for every 1' of building height. The proposed building is 27.5 feet tall and requires a setback of 137.5 feet. The applicant has indicated in the revised letter of intent that the building height will be reduced on the forthcoming revised plans to 23 feet 7 inches which will further reduce the required setback to 118 feet. Applicant is providing 60 feet of setback.
 - Sign Standards – Allow for a maximum of 10 murals on three sides of the building as shown on the concept elevations. The size of each mural shall not exceed 4' W × 22' H.
 - Additional standards have been modified in the PD, including increased compatibility buffer, increased screening wall height, dumpster screening, mini-warehouse standards, removal of amenity center, and restriction of existing western driveway access to emergency only.
- SMARTGrowth – Passed

- Traffic Analysis – Passed, previously completed. As a mini-warehouse use generates significantly less trips than the originally proposed retail development, an updated traffic analysis was not required.
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended denial by a vote of 6 to 0 at its December 8, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

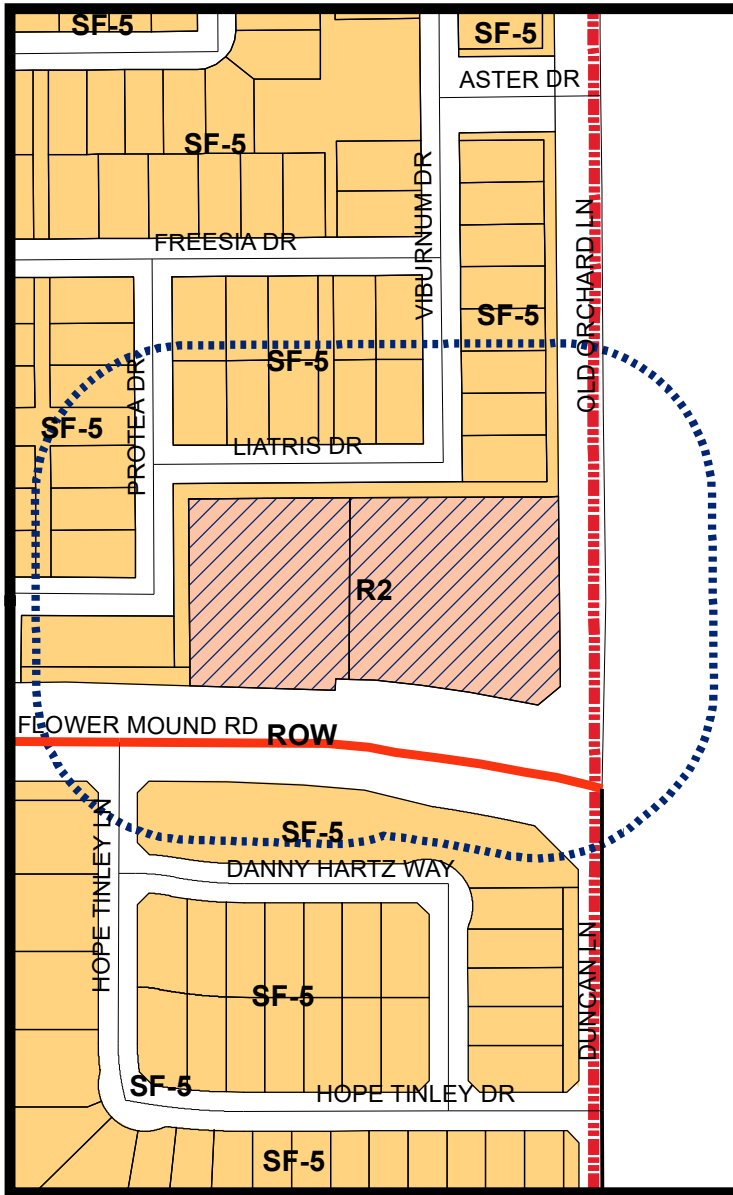
ATTACHMENTS:

1. Zoning & Aerial Map
2. Revised Letter of Intent
3. DRAFT Ordinance
4. DRAFT Exhibits

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

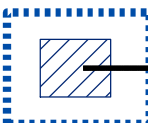
Vicinity Map

ZPD25-0007: Charco Storage



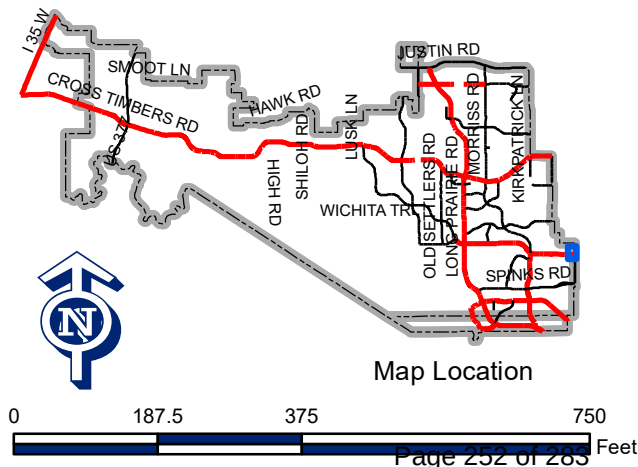
LEGEND

 Retail 2  Single Family 5

 Subject Property
 200 ft Notification Buffer around Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location

LETTER OF INTENT

Town of Flower Mound

Date: January 12th, 2026

To: Town of Flower Mound Planning & Development Department

From: Charco Properties, LP

Subject: Zoning Planned Development (ZPD) Application - Modification of PD-120, Lots 1 and 2, Block A, The Goddard School at Flower Mound

A. PURPOSE OF REZONING REQUEST

The applicant respectfully requests approval of a Zoning Planned Development (ZPD) application to modify Planned Development District No. 120 (PD-120) to change the permitted uses on the subject property from Retail District-2 (R-2) to Commercial District-1 (C-1) with mini-warehouse (self-service storage facility) as a specific use. All C-1 uses are permitted except: alcoholic beverage establishment, animal control facility, mortuary or funeral home, pet store, restaurant fast food, and theater. This ZPD application is proposed for the following reasons:

- **Market Demand:** The Flower Mound area has demonstrated strong demand for quality self-storage facilities, while the retail market has become increasingly saturated along the FM 3040 corridor.
- **Reduced Impact:** The proposed mini-storage use will generate significantly less traffic (approximately 30-40 trips per day) compared to the previously approved retail uses (which would generate 200+ trips per day), resulting in minimal impact on adjacent residential neighborhoods.
- **Community Benefit:** The facility will provide needed storage services to area residents while maintaining a high-quality aesthetic through enhanced architectural design and public art integration.
- **Compatible Development:** With the proposed conditions, including limited operating hours (6:00 AM - 10:00 PM), all storage units fully enclosed within buildings, and enhanced screening through masonry walls and landscaping, the use will be more compatible with adjacent residential properties than typical retail development.

B. EXISTING ZONING

The subject property is currently zoned Planned Development District No. 120 (PD-120) with the following underlying districts:

Retail District-2 (R-2) for the commercial portion (Lots 1 and 2, Block A)

The property was originally zoned through Ordinance No. 12-12 and subsequently amended by Ordinance Nos. 52-14, 27-18, and 25-22.

C. PROPERTY ACREAGE

The subject property consists of 2.73 acres comprising all of Lots 1 and 2, Block A of The Goddard School at Flower Mound subdivision, located at the northwest corner of FM 3040 (Flower Mound Road) and Old Orchard Lane.

D. PHASING PLAN

The proposed mini-storage development will be constructed in one phase. All site improvements, including the building, landscaping, screening wall, and required infrastructure, will be completed as a single construction project. The residential portion of PD-120 has been fully constructed. The phasing requirements have been clarified to ensure the commercial portion may proceed independently of any residential-related improvements.

E. SPECIAL CONSIDERATIONS AND REQUESTED MODIFICATIONS

1. Specific Use Permit (SUP) Integration

This PD amendment will serve as the required Specific Use Permit for mini-warehouse use in the C-1 district, incorporating all necessary conditions to ensure compatibility.

2. Exception to Compatibility Setback Standards (Section 82-303)

Requested Exception: We respectfully request an exception to the compatibility setback requirements outlined in Section 82-303 of the Town of Flower Mound Code of Ordinances, which requires non-residential buildings to be set back 5 feet for every 1 foot of building height when adjacent to residential uses.

Applicable Standard: Under Section 82-303(b), nonresidential buildings more than one story shall be set back five feet for every one foot of building height. Per Section 98-1031(b)(1), building height for flat roofs is measured to the highest point of the roof surface. Per Section 98-1031(c), parapet walls not exceeding ten feet are excluded from building height calculation. The highest point of the roof surface for this building is 23'-7", which would require a setback of approximately 118 feet ($23.58 \text{ ft} \times 5 = 117.9 \text{ ft}$).

Proposed Alternative: We propose to maintain a 60-foot setback from the residential property lines to the north and west, consistent with the one-story setback standard under Section 82-303(a), while providing substantial compatibility measures for adjacent residential properties.

Justification:

a. Distinct Use Profile: Self-storage facilities differ fundamentally from typical non-residential and multi-family uses that the 5:1 slope requirement was designed to address:

- Minimal traffic generation (approximately 30-40 trips per day vs. 200+ trips for retail or multi-family)
- Limited operating hours (6:00 AM - 10:00 PM gate access)
- No permanent occupancy or intensive outdoor activity
- Climate-controlled, fully enclosed operations with no exterior merchandise or storage
- Quiet operation with no manufacturing, assembly, or high-traffic commercial activities

b. Enhanced Compatibility Measures Beyond Code Requirements:

- **Premium Landscape Buffer:** Minimum eight-foot screening barrier along all residential property lines (north and west), supplemented with substantial tree plantings (minimum 3" caliper)
- **Superior Architecture:** High-quality building materials and design consistent with adjacent commercial developments, exceeding mini-warehouse industry standards
- **Equipment Screening:** All mechanical equipment fully screened eliminating visual and noise impacts

c. Functional Building Design: The proposed building design accommodates:

- Climate-controlled, two-story interior storage (with a basement)
- Modern facility design serving demonstrated market demand
- Efficient use of land while maintaining substantial setbacks

d. Comparative Impact Analysis:

- **Standard Retail (C-1):** Would generate 200+ vehicle trips per day with a 60-foot one-story setback
- **Proposed Self-Storage:** Generates 30-40 vehicle trips per day with same 60-foot setback
- The reduced operational intensity more than compensates for the building's two-story configuration

3. Decorative Mural Panels - Illumination

The decorative laser-cut steel panels depicting floral motifs will be incorporated on street-facing building elevations (FM 3040, Old Orchard Lane, and the southwestern corner). A total of 10 mural panels, not to exceed 4' W × 22' H each, will be installed as follows:

- East elevation: 2 murals
- West elevation: 2 murals
- South elevation: 6 murals (primary street-facing façade)

These architectural features may include subtle internal backlighting to enhance visual interest and architectural character during evening hours, creating an attractive streetscape presence at this prominent gateway location.

We understand Building & Inspections' concerns regarding light nuisance and disability glare for motorists and have structured the PD requirements to address these concerns:

Location Restrictions

No backlit panels will be located on the north elevation or the northwestern portion of the west elevation directly adjacent to residential properties, ensuring that decorative lighting is oriented toward public roadways and not toward neighboring homes. Backlit mural panels are permitted at the southwestern corner area as specified above.

Design and Safety Controls

All backlighting will be designed with safety and compatibility in mind:

- Maximum 15 watts per fixture (as required for non-full cutoff fixtures per Section 98-1125(1) & (4)). Multiple fixtures may be used per mural panel as needed to achieve uniform illumination.
- Low-intensity LED fixtures designed to prevent disability glare for motorists
- Fixtures fully recessed behind panels so direct light sources are not visible
- Light passes through decorative laser-cut openings creating diffused, artistic patterns rather than bright points of light
- Dimmable lighting system providing operational flexibility
- Building Official may impose operational hour restrictions if needed
- Photometric study will demonstrate compliance with Town lighting standards

Architectural Purpose

These panels are purely decorative architectural features that break up large facade surfaces and add human scale and visual interest to the building. The floral motifs complement the "Orchard Flower" development theme and enhance the building's design quality at this prominent gateway corner.

Modern LED technology allows us to achieve subtle, controlled architectural accent lighting that was not feasible when the original PD was approved. This lighting will be significantly less intense than typical commercial signage and is designed to complement rather than dominate the streetscape.

Approval Process

We are committed to working collaboratively with the Building Official during site plan review to finalize lighting design, intensity levels, and operational parameters that meet Town safety standards while achieving the desired architectural effect. The photometric study will provide objective data to ensure the design prevents disability glare and minimizes off-site impacts.

CONCLUSION

This amendment represents a significant reduction in potential impacts compared to the currently approved retail uses while providing a needed community service. The enhanced design standards, operational restrictions, and superior screening measures ensure the development will be an asset to the community and compatible with surrounding uses.

All building setbacks maintain the full 60-foot requirement, building height complies with the maximum height established in the PD, and the development meets all other Town standards with only the exceptions noted above, each of which is justified by site-specific conditions and enhanced mitigation measures.

This amendment applies solely to the commercial portion of PD-120 (Lots 1 and 2, Block A, comprising approximately 2.73 acres) and does not modify or remove any existing residential standards established in Ordinance 12-12 (as amended by Ordinance 52-14, 27-18, and 25-22). All Single-Family Residential District-5 (SF-5) standards shall remain in full force and effect.

We respectfully request your favorable consideration of this application and look forward to working with Town staff, the Planning & Zoning Commission, and Town Council throughout the review process.

Respectfully submitted,

Robert O'Neal Gray II

Robert O'Neal Gray II

Charco Properties, LP

Applicant

Date: January 12th, 2026

CONTACT INFORMATION

Applicant:

O'Neal Gray

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Homeyer Engineering

972-906-9985

shomeyer@hei.us.com

Architect:

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Fort Worth, TX 76103

817-534-6579

jose@jlbuildsys.com

www.jlbuildsys.com

Consultant:

Mark Glover, Principal

iMark Commercial

469-993-9392

mark@imarkcommercial.com

www.iMarkCommercial.com

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 12-12, 52-14, 27-18, AND 25-22, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 120 (PD-120) ON CERTAIN PROPERTY DESCRIBED AS 2.734 ACRES OF LAND AND BEING ALL OF LOTS 1 AND 2, BLOCK A OF THE GODDARD SCHOOL AT FLOWER MOUND, BY AMENDING EXHIBIT "B," "DEVELOPMENT STANDARDS," TO REVISE PERMITTED USES AND OTHER DEVELOPMENT STANDARDS, AND BY REPLACING EXHIBITS "C," "D," AND "E" WITH NEW CONCEPTUAL PLANS, CONCEPTUAL LANDSCAPE PLANS, AND CONCEPTUAL ELEVATIONS, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 2.734 acres of land and being all of Lots 1 and 2, Block A of Goddard School at Flower Mound (the "Property"), have filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 12-12, 52-14, 27-18, and 25-22 for Planned Development District No. 120 (PD-120); and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 8, 2025, and the Town Council of the Town held a public hearing on January 20, 2026, with respect to the proposed Zoning Planned Development amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Planned Development amendment on the Property; and,

WHEREAS, the Town Council finds that the amendment of Ordinance Nos. 12-12, 52-14, 27-18, and 25-22 for Planned Development District No. 120 (PD-120) as outlined

herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described Property and area as shown below:

Approximately 2.734 acres of land and being all of Lots 1 and 2, Block A of The Goddard School at Flower Mound, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

The Property shall remain located in the Planned Development District No. 120 (PD-120) zoning district and shall remain subject to the regulations contained in Ordinance Nos. 12-12, 52-14, 27-18, and 25-22, subject to the additional regulations contained herein. Ordinance Nos. 12-12, 52-14, 27-18, and 25-22 shall otherwise remain in effect on all land in the Planned Development District No. 120 (PD-120) zoning district.

Exhibit "B," "Development Standards," to Ordinance No. 25-22, which amended Ordinance Nos. 12-12, 52-14, and 27-18, is hereby replaced with Exhibit "B," "Development Standards," attached hereto and incorporated herein.

Exhibit "C," "Concept Plan," to Ordinance No. 25-22, which amended Ordinance Nos. 12-12, 52-14, and 27-18, is hereby replaced with Exhibit "C," "Concept Plan," attached hereto and incorporated herein.

Exhibit "D," "Concept Landscape Plan," to Ordinance No. 25-22, which amended Ordinance Nos. 12-12, 52-14, and 27-18, is hereby replaced with Exhibit "D," "Concept Landscape Plan," attached hereto and incorporated herein.

Exhibit "E," "Concept Elevations," to Ordinance No. 25-22, which amended Ordinance Nos. 12-12, 52-14, and 27-18, is hereby replaced with Exhibit "E," "Concept Elevations," attached hereto and incorporated herein.

SECTION 2

The use of the Property shall be subject to all restrictions, terms, and conditions contained herein and in the exhibits attached hereto, as well as the applicable regulations

contained in Ordinance Nos. 12-12, 52-14, 27-18, and 25-22 for Planned Development District No. 120 (PD-120); the Land Development Regulations; and all other applicable and pertinent ordinances of the Town.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5

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

SECTION 6

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8

This Ordinance shall take effect and be in full force from and after the date of its passage, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY
OF JANUARY, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT “B”
Development Standards

Orchard Flower

Planned Development District No. 120 (PD-120)
Single-Family Residential District-5 (SF-5) and
Commercial District-1 (C-1) Uses

The Development depicted in Exhibit “C” shall be in accordance with the Town of Flower Mound’s Master Plan and Land Development Regulations as amended and shall be subject to the following requirements and conditions.

A. Single-Family Residential District-5 (SF-5) uses. Development of the area designated on the Concept Plan, attached hereto as Exhibit “C,” for Single-Family Residential District-5 uses, comprising approximately 24.55± acres, shall be in compliance with all regulations applicable to Single-Family Residential District-5 (SF-5) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Permitted Uses:** Only the following permitted uses may be allowed by right in areas designated on Exhibit “C” as Single-Family Residential District-5 (SF-5) uses:
 - a. Dwelling, single-family detached
 - b. Model home
 - c. Swimming pool, private, subject to section 98-996
 - d. Off-street parking, accessory
 - e. Accessory use, general, subject to section 98-972
2. **Specific Uses:** No specific uses requiring the issuance of a specific use permit shall be permitted in areas designated on Exhibit “C” as Single-Family Residential District-5 (SF-5) uses.
3. **Temporary Uses:** Only the following temporary uses may be permitted in areas designated on Exhibit “C” as Single-Family Residential District-5 (SF-5) uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, “Temporary Use Permits”:
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard and construction office
 - c. Field office, temporary
4. **Minimum and maximum dimensions.**
 - a. **Minimum lot area per dwelling.** The minimum lot area per dwelling unit in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 5,000 square feet, subject to section 98-1023.

- b. **Minimum lot width.** The minimum lot width for residential uses in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 50 feet, subject to section 98-1024.
- c. **Minimum floor area per unit.** The minimum floor area per dwelling unit in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 1,500 square feet, subject to section 98-1025.
- d. **Minimum front yard.** The minimum front yard for all uses in the area designated for Single -Family Residential District -5 (SF -5) uses shall be 20 feet, subject to section 98 -1026, except that the minimum front yard setback for front porches shall be 15 feet.
- e. **Minimum side yard.** The minimum side yard for residential uses in the area designated for Single-Family Residential District-5 (SF-5) uses shall be five feet, subject to section 98-1027.
- f. **Minimum rear yard.** The minimum rear yard in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 20 feet, subject to section 98-1028.
- g. **Maximum lot coverage.** The maximum lot coverage in the area designated for Single -Family Residential District -5 (SF -5) uses shall be as designated below, subject to section 98 -1029, except that the 50 percent limitation set forth in section 98- 1029(b) does not apply to single family detached dwellings.
 - 1) The maximum lot coverage for 50- foot -wide lots shall be 53%
 - 2) The maximum lot coverage for lots wider than 50 feet and up to 55 feet wide shall be 54. 5%.
 - 3) The maximum lot coverage for lots wider than 55 feet and up to 60 feet wide shall be 55. 5 %.
 - 4) The maximum lot coverage for lots wider than 60 feet shall be 57%.
- h. **Maximum floor area ratio.** There shall be no maximum floor area requirement in the area designated for Single-Family Residential District-5 (SF-5) uses.
- i. **Maximum height.** The maximum height of buildings and structures in the area designated for Single-Family Residential District-5 (SF-5) uses shall be three stories or 35 feet, subject to section 98-1031.

B. Commercial District C-1 uses. Development of the commercial area designated on the Concept Plan, attached hereto as Exhibit "C," comprising approximately 2.734 acres (Lots 1 and 2, Block A), shall be in compliance with all regulations applicable to Commercial District-1 (C-1) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Permitted Uses:** All uses permitted in the C-1 district per Section 98-632 of the Town's Land Development Regulations, except the following prohibited uses:
 - a. alcoholic beverage establishment,
 - b. animal control facility,
 - c. mortuary or funeral home,
 - d. pet store,
 - e. restaurant fast food
 - f. Theater;

The following additional use shall be permitted within Commercial-1 (C-1 District

- a. Mini-warehouse (self-service storage facility) as a permitted use through this PD with the following conditions:
 1. All storage units shall be fully enclosed within buildings
 2. No outdoor storage of vehicles, boats, RVs, or equipment permitted
 3. No truck or trailer rental operations shall be permitted.
 4. Customer access through electronic gates shall be limited to 6:00 AM to 10:00 PM daily.
 5. The use shall comply with all other conditions set forth in this ordinance

2. Specific Uses:

No other uses requiring an SUP shall be permitted within PD-120

3. **Temporary Uses:** Only the following temporary uses may be permitted in areas designated on Exhibit "C" as Commercial District- 1 (C-1) uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

- a. Asphalt/concrete batch plant, temporary, subject to section 98-974
- b. Building material yard and construction office
- c. Field office, temporary

4. Minimum and maximum dimensions.

- a. Minimum front yard: Minimum 60 feet from FM 3040
- b. Minimum side yard (north, adjacent to residential): Minimum 60 feet (See Section H.4 regarding waiver of compatibility setback)
- c. Minimum side yard (west): Minimum 60 feet (See Section H.4 regarding waiver of compatibility setback)
- d. Minimum side yard (east): Minimum 60 feet
- e. Maximum lot coverage: 50 percent, subject to section 98-1029
- f. Maximum floor area ratio: 1:1

- g. Maximum height: Buildings shall not exceed **three (3) stories, including any basement**, and shall not exceed a maximum height of **thirty-two feet (32')**. Building height shall be measured in accordance with Section 98-1031 of the Town's Land Development Regulations.
- C. PROHIBITED USES:** Any use not indicated within the lists of Permitted Uses, Specific Uses, or Temporary Uses identified in Paragraphs A and/or B, above, shall not be permitted within this Planned Development District.
- D. Architectural Standards:** Development of non-residential buildings within Planned Development District No. 120 (PD-120) shall be subject to the Town's Urban Design Plan and Chapter 98 Division 8 Exterior Building Material requirements with the following specific building component elements for a mini-warehouse facility:
- 1. Mini-warehouse Specific Architectural Standards:**
- a. All building elevations shall comply with the town's Urban Design Plan and Chapter 98 Division 8 Exterior Building Material requirements with the exceptions listed in this ordinance.
 - b. Roll-up doors shall be oriented away from public view and substantially screened from adjacent streets and residential areas. Doors visible through architectural glazing or integrated into building façades shall be permitted, provided such doors are treated in a manner that maintains consistency with the overall architectural design intent.
 - c. Building facades shall include articulation through offsets, pilasters, decorative banding, or changes in material texture/color
 - d. Rooftop mechanical equipment shall be completely screened from view per Section 82-273
 - e. All exterior lighting shall be full cut-off fixtures
 - f. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish, if available. Exception: Decorative laser-cut steel mural panels as specified in Section H.3 may utilize weathering steel (corten steel) or powder-coated steel finishes as approved with final architectural plans.
 - g. Elevator shafts and associated enclosures extending above the primary roof level shall be permitted and shall not require parapet screening, provided such enclosures are clad in materials consistent with the building's exterior finishes and do not exceed the maximum building height established herein.
- E. Landscape Standards**
1. Landscaping shall be in accordance with the Town's landscape ordinance as amended, and the Town's Urban Design Plan.
 2. Enhanced landscaping at the southeast Gateway corner (intersection of Flower Mound Road and Old Orchard Lane) shall incorporate various elements of the Town's Median and Right of Way Design Guidelines.

F. Dumpster Screening: Dumpster(s) shall be fully enclosed and screened in accordance with Section 82-272 of the Town Code. Dumpster enclosure(s) shall be located on the west side of the property and further screened from adjacent residential properties by the required masonry wall along the western property line. .

G. Miscellaneous Standards:

1. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
2. Open Space Amenity and Pedestrian connectivity requirements within Planned Development District No. 120 (PD-120) shall incorporate the standards for such space as described by the Town's Urban Design Plan and include the following specific elements:
 - a. Town required eight-foot wide trail shall be provided along FM 3040 and Old Orchard Lane.
 - b. Internal sidewalks shall be provided that establish connection from the trail to the internal sidewalks within both residential and non-residential portions of the property.
 - c. There will be 4-foot wide concrete walking paths that run in the open space areas between the residential lots within the proposed residential development.
 - d. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and built environment. The pedestrian open space amenities will act as organizing elements around which structures and parking are placed.
 - Residential open space identified amenities include a central amenity center adjacent to a pool, benches, a small linear pocket park, a water feature/detention pond with easy access to all residents, a small fruit orchard, and nice small open grassed areas for general recreational use.
 - e. At least two canopy trees shall be provided on all residential lots adjacent to the internal open space areas with a third canopy tree provided in the open space area adjacent to each such residential lot.
 - f. The open space area shall be maintained by the Homeowner's Association for the community.

3. Retention / Detention pond Requirements:

- a. Maintain a minimum of 4 feet of water depth
- b. Pond areas shall meet the minimum requirements of the Town's Design Criteria and Construction Standards.
- c. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone or engineered block walls that complement the material standards and colors for the development.
- d. A private maintenance agreement for the retention pond(s) shall be provided upon submittal of a record plat for the development.
- e. A fountain feature shall be provided in each retention pond.
- f. Any pump equipment for the fountain features that is above ground shall be screened in accordance with section 82-272 "Outdoor storage areas". Such screening shall be designed and constructed of materials that complement the development.

4. Site retaining wall requirements:

- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or faux stone that complements the material standards and colors for the development.

5. Reciprocal Easement requirements:

- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access to and from the property to the west. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the development.
- b. Specific to Commercial District-1:
 1. A Public and Mutual Access Easement was recorded with Denton County on November 13, 2018 as Instrument No. 132890, providing cross-access to adjacent properties to the west.
 2. As part of the replat process for this development, the applicant will work with the Town to abandon or modify the easement to permit a gated emergency-only access connection to the west, subject to Fire Marshal approval and Town approval.
 3. Public vehicular cross-access through this connection shall not be required.

6. Monument signage at Gateway corner:

At the time of record plat for the non-residential portion, an easement measuring 20 feet by 20 feet (20' x 20') shall be provided at the southeast corner of the site as depicted on Exhibit "C" (Concept Plan) for a future Town Gateway Monument sign.

7. Fencing standards:

- a. All residential lots adjacent to open space areas, excluding subdivision perimeter fencing, shall have a minimum four foot (4') tall wrought iron fence in accordance with the Town of Flower Mound's Land Development Regulations on the property line that is common to the open space. All other areas of residential lots, not adjacent to open space areas, shall have typical wooden fencing that conforms to the Town's regulations.
- b. A minimum eight-foot (8') tall screening barrier shall be constructed along the north and west property lines where the site abuts existing residential uses. This requirement may be satisfied by an eight-foot (8') masonry screening wall, or by a combination of masonry retaining wall and masonry screening fence that together achieve a minimum of eight feet (8') in total height above adjacent finished grade. Fencing along all other property lines is optional and, if provided, shall comply with Town regulations.

8. Compatibility buffer:

Appropriate scaled landscape plants shall be installed on both sides of the masonry wall situated between the residential and non-residential areas of the development as outlined in this ordinance.

Residential portion:

- a. 20 feet of the compatibility landscape buffer shall be provided within the residential portion of the development.
- b. One native shade tree, a minimum of three-inch caliper and of species included in section 94-242 of the Flower Mound Code, Approved tree lists, shall be provided at a ratio of one tree per 600 square feet within the required compatibility buffer area.

Commercial portion:

- a. A 23.5-foot compatibility landscape buffer shall be provided along the western and northern property lines where the site abuts residential uses
- b. Buffer landscaping shall include:
- c. Native shade trees (minimum 3-inch caliper) at a ratio of one tree per 400 square feet within the buffer area

- d. Thirteen (13) evergreen trees shall be installed within the 23.5 foot compatibility buffer for enhanced year-round screening.
- e. All plant materials from the Town's approved plant list per Section 94-242
- f. The following improvements shall be permitted within the 23.5-foot compatibility landscape buffer, provided the required tree plantings and screening are maintained: the eight-foot (8') screening barrier required by Section G.7.b, fire hydrants and associated easements, stormwater infrastructure (curb inlets, drainage structures), backflow preventers and associated landings, utility equipment, dumpster enclosures (subject to Section E screening requirements), and security gates. Required trees may be adjusted in location within the buffer area to accommodate such infrastructure, but the total number of required trees shall not be reduced.
- g. Nineteen (19) three-inch caliper trees shall be planted within the twenty-three and one-half foot (23.5') landscape buffer on the non-residential portion of the development. Of the nineteen trees, nine (9) shall be mitigation trees and ten (10) shall be compatibility trees.

9. Phasing requirements:

- a. If the development of Planned Development District No. 120 (PD-120) includes phasing of any nature, such phasing shall be detailed in the subsequent development application, be it a Development Plan, Record Plat, or a Site Plan.
- b. Notwithstanding the foregoing, the first phase of development shall include the detention reservoirs, fire lanes, median cuts and turn lanes, curb cuts, and utilities necessary to support said phase. The eight-foot wide Town Trail along FM 3040 and Old Orchard Lane shall be constructed for the entire length of the property prior to the issuance of the first Certificate of Occupancy.

However, improvements exclusive to the Single-Family Residential District (SF-5), including but not limited to the residential entry monument, residential perimeter landscaping, and residential amenity areas, shall not be required for the issuance of a Certificate of Occupancy for the Commercial District. These residential improvements shall instead be completed prior to the issuance of the first building permit for a residential dwelling.

H. EXCEPTIONS AND VARIANCES:

The following exceptions shall be granted with the approval of Planned Development District No. 120 (PD-120):

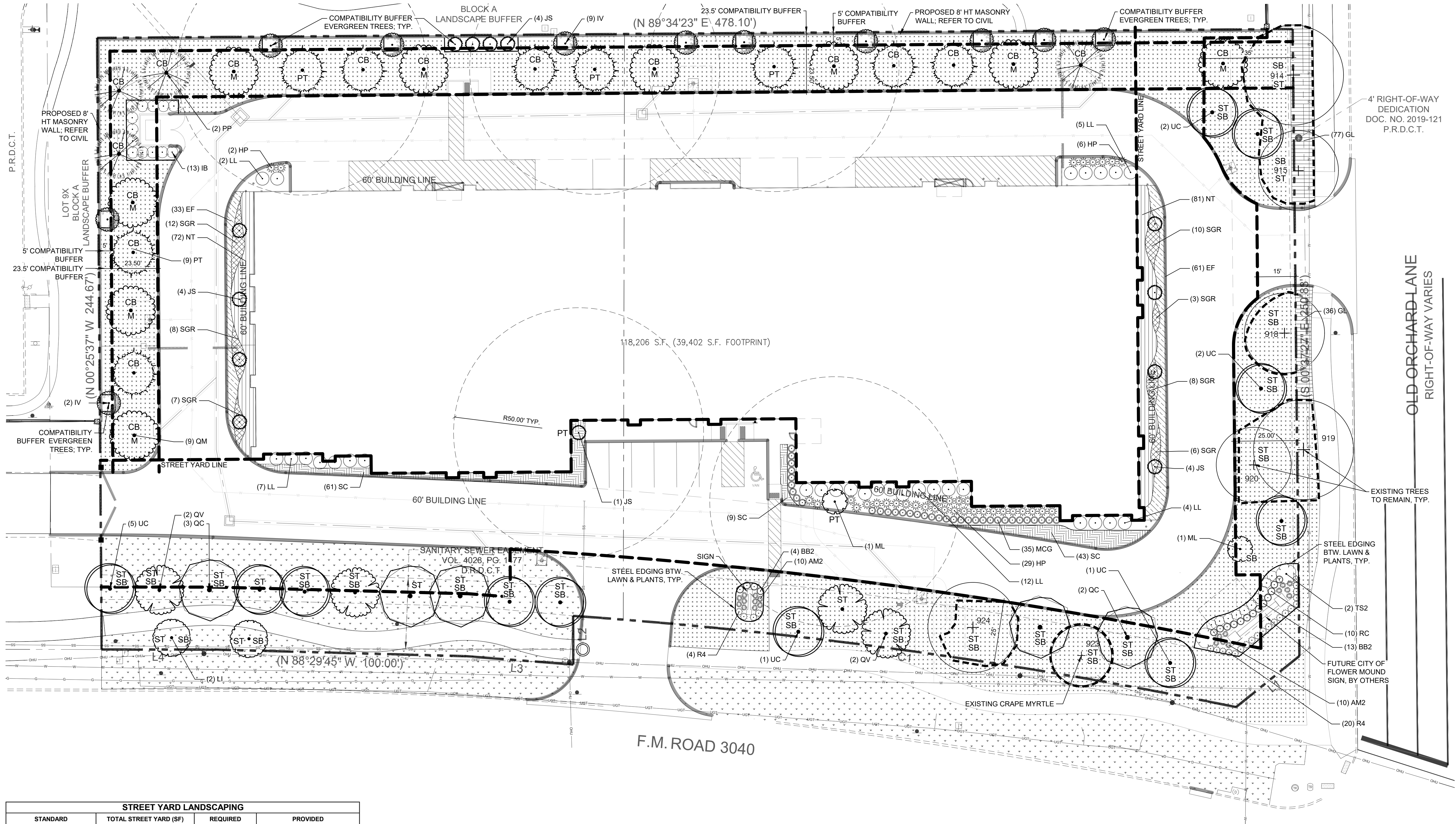
- 1. An exception to Section 90-311, Street design standards, as authorized by Section 90-301, Exception to street standards, of the Code of Ordinances to allow for a reduced driveway spacing that permits the eastern-most road into the development to be placed two hundred eighty feet (280') away from the intersection of Old Orchard Road and Flower Mound Road.
- 2. An exception to Sec 82-302(2), requirement for a 25-foot landscape buffer within the

non-residential portion of this development to allow for the screening and fencing set forth herein-above.

3. An exception to Sec 82-302(2), requirement for a continuous dense six-foot understory plants, and native shade trees, a minimum of three-inch caliper, at a ratio of one tree per 400 square feet of the buffer area between the residential and non-residential portion within this development to allow for the screening and fencing set forth herein-above.
4. An exception to Section 82-303, Compatibility setback, to allow a fixed minimum building setback of sixty feet (60') for buildings exceeding one story in height adjacent to residential uses, effectively waiving the requirement for a five-foot setback for every one foot of building height.

I. SIGNAGE STANDARDS

1. All signage shall comply with Chapter 86 of the Town Code, with the following provisions:
 - a. Maximum two monument signs permitted - one on FM 3040 and one on Old Orchard Lane. The Town Gateway Monument sign to be located in the easement provided per Section G.6 shall not count against this limitation.
 - b. No wall signage on building elevations facing residential properties (north and west), except decorative mural panels as specified in Section H.3 below.
2. Decorative laser-cut steel panels: The project shall incorporate decorative laser-cut steel mural panels depicting floral motifs on exterior facades as shown on approved elevations. These panels may incorporate internal backlighting on street-facing elevations (south, east, and southwestern corner), subject to the following:
 - a. Mural Specifications:
 1. 10 total murals, not to exceed 4' W × 22' H each.
 2. East elevation: 2 murals
 3. West elevation: 2 murals
 4. South elevation: 6 murals (primary street-facing façade)
 - b. No backlit panels shall be located on the north elevation or the northwestern portion of the west elevation directly adjacent to residential properties. Backlit mural panels are permitted at the southwestern corner area as specified in the Mural Specifications above.
 - c. Backlighting design and intensity shall comply with Section 98-1125(1) & (4) and shall:
 1. Not exceed 15 watts per fixture (as non-full cutoff fixtures). Multiple fixtures may be used per mural panel as needed to achieve uniform illumination.
 2. Utilize low-intensity LED fixtures that prevent disability glare
 3. Be fully recessed behind panels and not directly visible
 4. Minimize off-site light spillage
 5. Include dimming capability
 - d. A photometric study shall be submitted with the site plan application demonstrating compliance with Town lighting standards

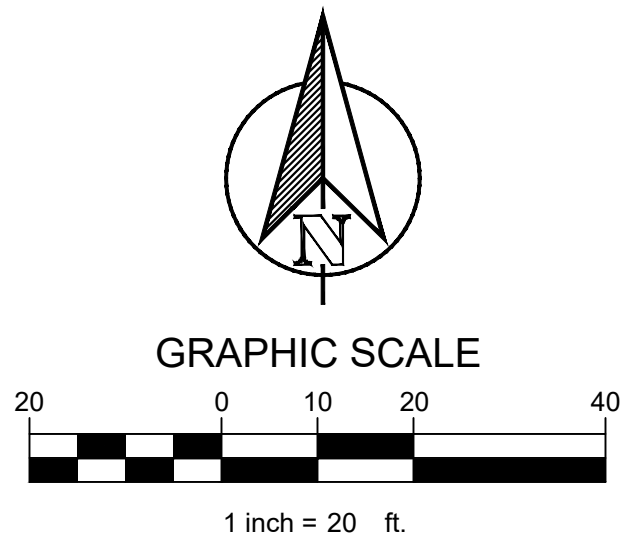


STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SF)	REQUIRED	PROVIDED
Min. 20% of Street Yard	F.M. Road 3040=35,000 SF	7,000 SF	17,358 SF
Min. 20% of Street Yard	Old Orchard Lane=12,372 SF	2,474 SF	6,484 SF
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SF)	REQUIRED	PROVIDED
10,000 - 110,00 SF 10 Trees, + 1 tree per every 2,500 SF above 10,000 SF	F.M. Road 3040 (35,000 SF) + Old Orchard Lane (12,372 SF) = 47,372 SF	25	25 (24 (3" cal.) + 3 Orn.)
STREET BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
F.M. Road 3040	25'	25'	
Old Orchard Lane	15'	VARIABLE WIDTH (35' - 15')	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LF)	REQUIRED	PROVIDED
1 per 30 LF	F.M. Road 3040=448 LF	15	15 (14 (3" cal.) + 3 Orn. Trees)
1 per 30 LF	Old Orchard Lane=270 LF	9	9 (6 New & 3 existing)

COMPATIBILITY BUFFER			
STANDARD	REQUIRED BUFFER AREA	REQUIRED	PROVIDED
11 (3" cal.) Mitigation Trees (min. 5 Live Oak or similar evergreen trees)	3,239	11	11 (3" cal.) Trees (located in 23.5' compatibility buffer due to proposed wall & space constraints)
1 Native Tree (3" cal.) per 400 SF (Per PD Requirements)	3,239	8	8 (located in 23.5' compatibility buffer)
Thirteen (13) Evergreen trees shall be installed within the 23.5 foot compatibility buffer for enhanced year-round screening (Per PD requirements)			15 (6" ht. Evergreen Trees) (located in 5' compatibility buffer for enhanced screening)

PARKING AREA LANDSCAPING			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
90 SF per 12 spaces	12	1,080	1,694
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 per 10 pkg spaces	12	2	5
All parking spaces are located within 50' of a tree			
BUILDING FOUNDATION LANDSCAPE			
STANDARD	REQUIRED	PROVIDED	
Nonresidential buildings of 15,000 square feet or less must install foundation planting areas along the front and side foundation	Foundation planting areas must include a combination of ground covers, shrubs, and ornamental trees.	Yes	

SEE SHEET LP-1 FOR
PLANT SCHEDULE



TREE MITIGATION CALCULATIONS

MITIGATION TREES REQUIRED: 9 TREES
PRESERVED TREE CREDITS: 5
REPLACEMENT TREES PROVIDED: 9 TREES

LEGEND

ST - STREET YARD TREE
SB - STREET BUFFER TREE
CB - COMPATIBILITY BUFFER TREE
PT - PARKING LOT TREE



HOMMEYER
ENGINEERING, INC.
TBPE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM

CHARCO FM STORAGE
2.73 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

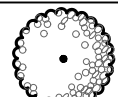
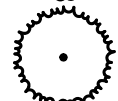
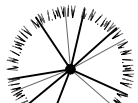
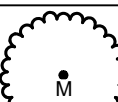
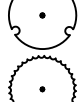
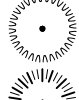
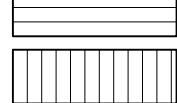
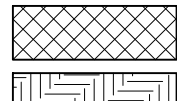
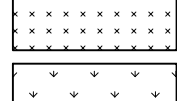
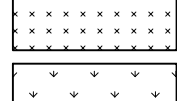
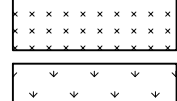
CONCEPTUAL
LANDSCAPE
PLANTING PLAN



DRAWN: JML
DATE: 12/04/25
HEI #: 25-0402

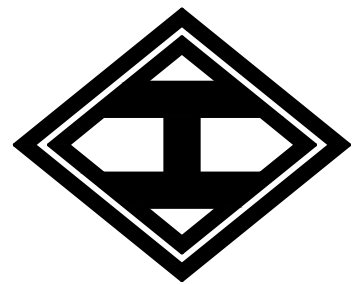
SHEET NO:
LP-0

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY	
EVERGREEN TREES						
	IV	Ilex vomitoria / Yaupon Holly Compatibility Buffer Tree	6' Ht.	Cont. or B&B	11	
	JS	Juniperus chinensis 'Spartan' / Spartan Juniper Foundation Tree / Compatibility Buffer Tree	6' Ht.	Cont. or B&B	13	
	PP	Pinus ponderosa / Ponderosa Pine Compatibility Buffer Tree	3" Cal.	Cont. or B&B	4	
	PT	Pinus taeda / Loblolly Pine Compatibility Buffer Tree	3" Cal.	Cont. or B&B	9	
LARGE TREES						
	QM	Quercus macrocarpa / Burr Oak Mitigation Tree	3" Cal.	Cont. or B&B	9	
	QC	Quercus muehlenbergii / Chinkapin Oak Street Buffer Tree / Street Yard Tree	3" Cal.	Cont. or B&B	5	
	QV	Quercus virginiana / Southern Live Oak Street Buffer Tree / Street Yard Tree	3" Cal.	Cont. or B&B	4	
	UC	Ulmus crassifolia / Cedar Elm Street Buffer Tree / Street Yard Tree	3" Cal.	Cont. or B&B	11	
SMALL/ ORNAMENTAL TREES						
	LI	Lagerstroemia indica x fauriei 'Tuscarora' / Tuscarora Crape Myrtle Street Buffer Tree / Street Yard Tree	3" Cal.	Cont. or B&B	2	
	ML	Magnolia grandiflora 'Little Gem' / Little Gem Dwarf Southern Magnolia Street Buffer Tree / Street Yard Tree	3" Cal.	Cont. or B&B	2	
SHRUBS						
	HP	Hesperaloe parviflora / Red Yucca Min. 18" Ht.	5 gal.	Cont.	37	
	IB	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	5 gal.	Cont.	13	
	LL	Leucophyllum langmaniae 'Lynn's Legacy' / Lynn's Legacy Langman's Sage Min. 18" Ht.	5 gal.	Cont.	30	
	RC	Raphiolepis indica 'Clara' / Clara Indian Hawthorn Min. 18" Ht.	5 gal.	Cont.	10	
	R4	Rosa x 'Meidriflora' / Coral Drift® Groundcover Rose	5 gal.	Cont.	24	
	TS2	Tecoma stans / Dwarf Esperanza Min. 18" Ht.	5 gal.	Cont.	2	
GRASSES						
	BB2	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama Min. 18" Ht.	5 gal.	Cont.	17	
	MCG	Muhlenbergia capillaris / Pink Muhly Grass Min 18" Ht.	5 gal.	Cont.	35	
PERENNIALS						
	AM2	Achillea x 'Moonshine' / Moonshine Yarrow	1 gal.	Cont.	21	
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SPACING	QTY
GROUND COVERS						
	EF	Euonymus fortunei / Wintercreeper	1 gal.	Cont.	36" o.c.	94
	GL	Genista lydia / Lydia Broom	1 gal.	Cont.	36" o.c.	113
	NT	Nassella tenuissima / Mexican Feather Grass	1 gal.	Cont.	36" o.c.	153
	SGR	Salvia greggii 'Furmans Red' / Autumn Sage	1 gal.	Cont.	36" o.c.	54
	SC	Santolina chamaecyparissus / Lavender Cotton	1 gal.	Cont.	36" o.c.	113
SOD/SEED						
	SM	Blackland Prairie Seed Mix / Native American Seed (Seedsources.com)	Hydroseed			26,624 sf
	TRF	Cynodon dactylon x transvaalensis 'DT-1' / TifTuf™ Bermudagrass solid sod, staggered joints, thick and green, no gaps between sod pieces	sod			14,605 sf

BIO DIVERSITY CALCULATIONS

COMMON NAME	#TREES	SPECIES	%	GENUS	%
SPARTAN JUNIPER	13	CHINENSIS	16.9%	JUNIPERUS	16.9%
PONDEROSA PINE	4	PONDEROSA	5.2%	PINUS	16.88%
LOBLOLLY PINE	9	TAEDA	11.7%		
BURR OAK	9	MACROCARPA	11.7%	QUERCUS	31.17%
LIVE OAK	10	VIRGINIANA	13.0%		
CHINKAPIN OAK	5	CHINKAPIN	6.5%		
CEDAR ELM	11	CRASSIFOLIA	14.3%		
CRAPE MYRTLE	3	LAGERSTROEMIA	3.9%		
LITTLE GEM	2	GRANDIFLORA	2.6%	MAGNOLIA	2.6%
YAUPON HOLLY	11	VOMITORIA	14.3%	ILEX	14.3%
Total	77		86%		86%



CHARCO FM STORAGE
2.73 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLANT SCHEDULE



12/15/25

DRAWN: JML

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HEI #: 25-0402

SHEET NO:
LP-1



PLANTING SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
- B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR BLEND, EXECUTION, INSTALLATION AND/OR ALL WORK, SPECIFIED HEREIN AND /OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
- B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AGE, AND GROWTH HABITS. ALL PLANTS SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
 2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
 3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
 4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
 7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
 8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF ANY ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2 INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
- H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- I. TREE STAKING AND GUYING
1. STAKES: 6" LONG GREEN METAL T-POSTS.
 2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
- J. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
- K. PRE-EMERGENT HERBICIDES: ANY GRAMINAE, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

- A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1" OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
 2. SOIL TESTING
 - a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN AT LEAST ONE LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
 - b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
 - c. WITH THE SOIL SAMPLES, THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX, RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
 4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
 - iii. "CLAY BUSTER" OR J LANDSCAPERS COMPOST - USE MANUFACTURER'S RECOMMENDED RATE
 - iv. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
 - iii. "CLAY BUSTER" OR J LANDSCAPERS COMPOST - USE MANUFACTURER'S RECOMMENDED RATE
 - iv. IRON SULPHATE - 2 LBS. PER CU. YD.
 5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1" OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - d. AFTER INSTALLING SOIL AMENDMENTS IN SHRUB AREAS, AND IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, ENSURE THAT THE FINISH GRADE IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 3" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
 - e. AFTER INSTALLING SOIL AMENDMENTS IN TURF AREAS, ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 1" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
 - f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
 6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

SUBMITTALS

1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
 2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STRIP FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREES/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
 3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
 4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
- C. GENERAL PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
 2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
 3. TRENCING NEAR EXISTING TREES:
 - a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5 ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS UNLESS IF LOCAL JURISDICTION REQUIRES OR OAK TREES LOCATED IN OAK WILT SUSCEPTIBLE AREAS.

TREE PLANTING

1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH ABOVE TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE.
 2. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
 3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAPE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
 4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 5. REMOVE THE TREE AND EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURE AND COMPOSITION IN THE ON-SITE SOIL.
 6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUM REQUIRED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - a. 1"-2" TREES: THREE STAKES PER TREE
 - b. 2-1/2"-4" TREES: THREE STAKES PER TREE
 - c. TREES OVER 4" CALIPER: GUY AS NEEDED
 - d. MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM. QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
 7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS). UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PLACE MULCH WITHIN 6" OF THE TRUNK.
- D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
 2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
 3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING AREAS (EXCEPT FOR SODDED AND SEEDED AREAS), LEAVING NO EXPOSED GROUND.

SODDING

1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

HYDROMULCHING

1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - a. WINTER MIX (OCTOBER 1 - MARCH 31)
 - 50# CELLULOSE FIBER MULCH
 - 10# UNHULLED BERMUDA SEED
 - 2# ANNUAL RYE SEED
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
 - b. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
 - 50# CELLULOSE FIBER MULCH
 - 2# HULLED BERMUDA SEED
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - a. GENERAL
 - 50# CELLULOSE FIBER MULCH
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
 - SEED RATE PER LEGEND

MULCH

1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COATING WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

CLEAN UP

1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
2. DISPOSED LEGALLY OF EXCAVATED MATERIALS OFF THE PROJECT SITE.

INSPECTION AND ACCEPTANCE

1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

LANDSCAPE MAINTENANCE

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOVING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, CHECKING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
4. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
 1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS, AND HYDROMULCH AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
5. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1" OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AND APPROXIMATELY 18" AWAY FROM THE WALKS.
 - e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
 - b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (Via PROPER CHANNELS).
 - c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. CONTRACTOR SHALL PROVIDE AND INSTALL SOLID SOD IN ALL RIGHT-OF-WAYS AND PARKWAYS (UNLESS NOT ALLOWED BY THE LOCAL JURISDICTION) AND SHALL PROVIDE WATERING AND MAINTENANCE UNTIL THE TURF IS ESTABLISHED AND HAS BEEN ACCEPTED BY OWNER.
6. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
7. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE, TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING, CURBS, WATER, STORM, OR SANITARY SEWER UTILITIES. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

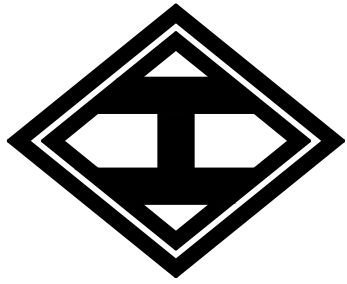
MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 2" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

PLANTING & IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

HOMMEYER
ENGINEERING, INC.
TBE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM



CHARCO FM STORAGE
2.73 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE
NOTES AND
SPECIFICATIONS



12/15/25

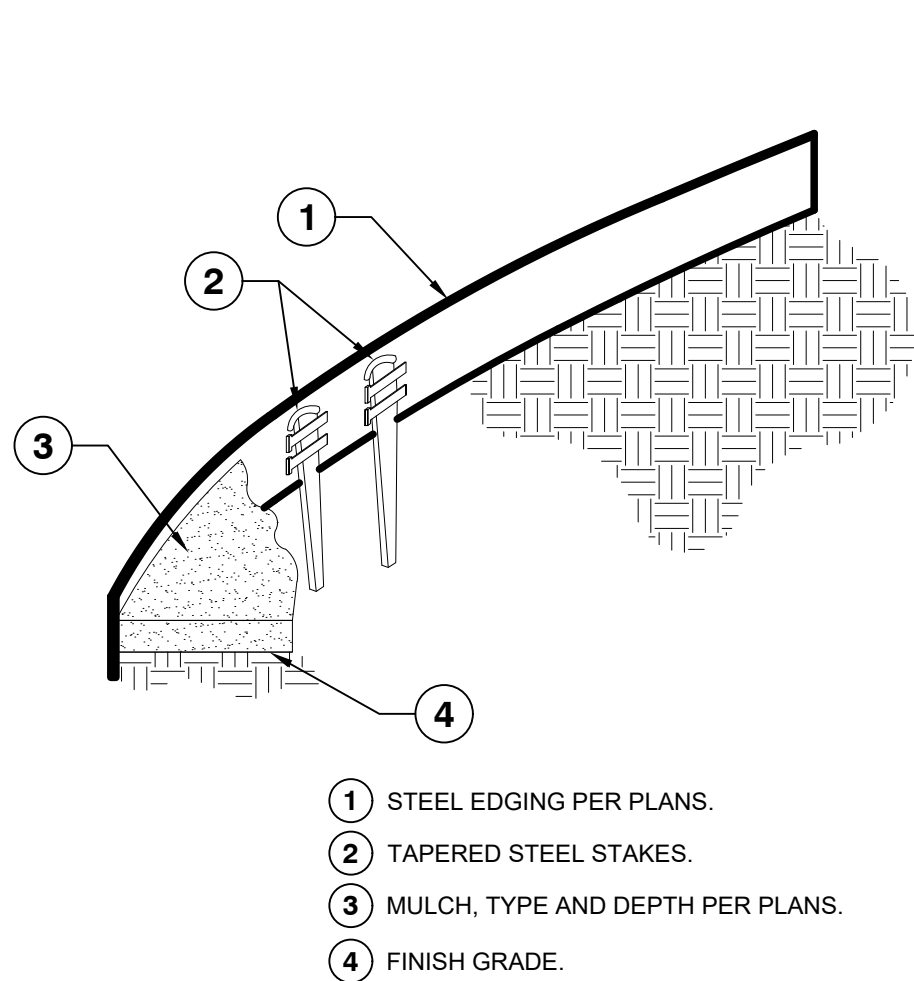
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DATE: 12/04/25

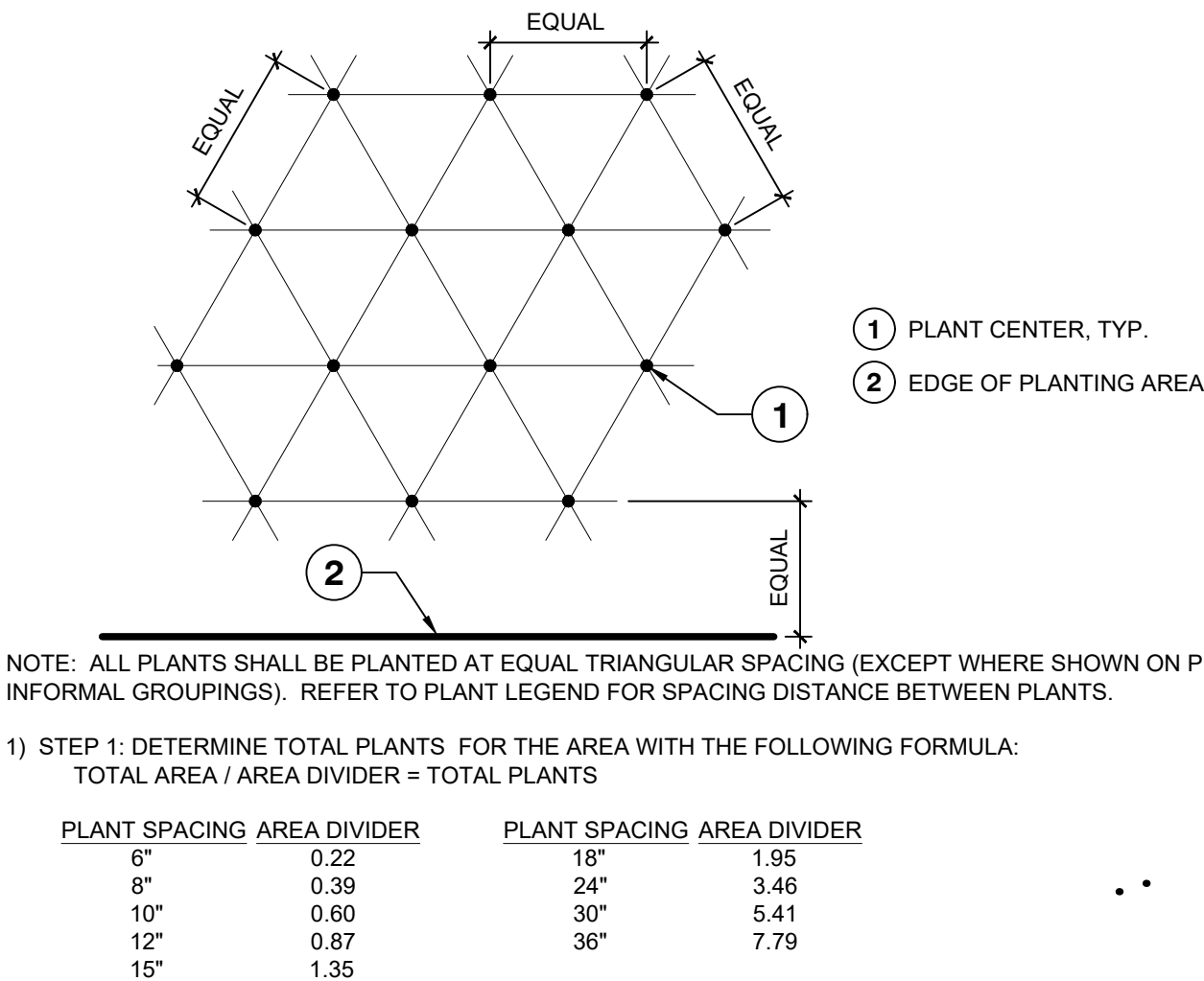
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LP-2

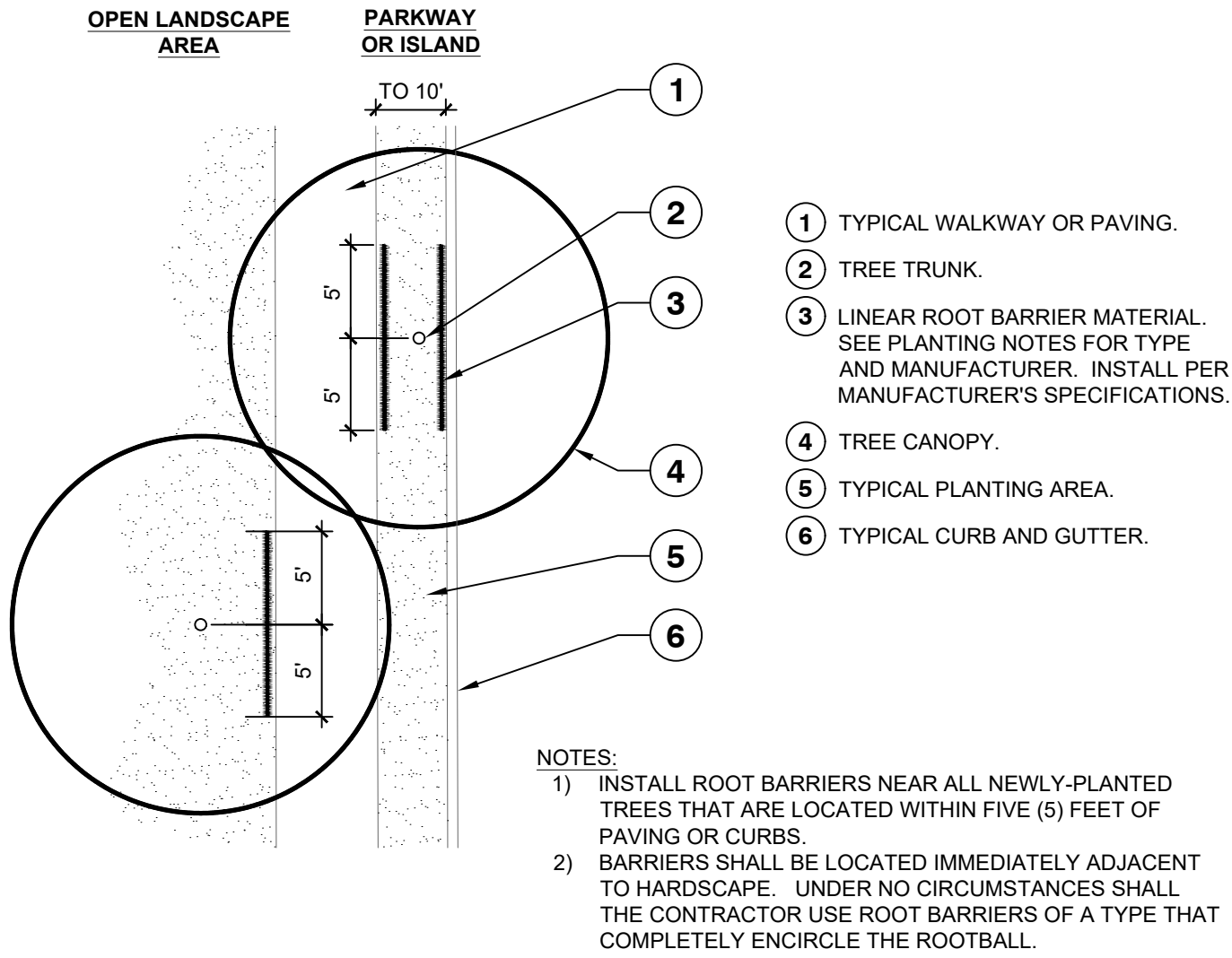




- NOTES:
1. INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
 2. BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
 3. TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.
 4. STEEL EDGING SHOULD BE SMOOTH & CONSISTENT AT CURVES & SHOULD JOIN AT 90 DEGREE ANGLES UNLESS OTHERWISE NOTED.



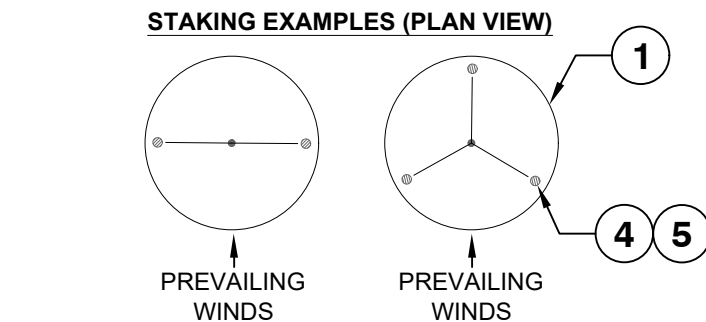
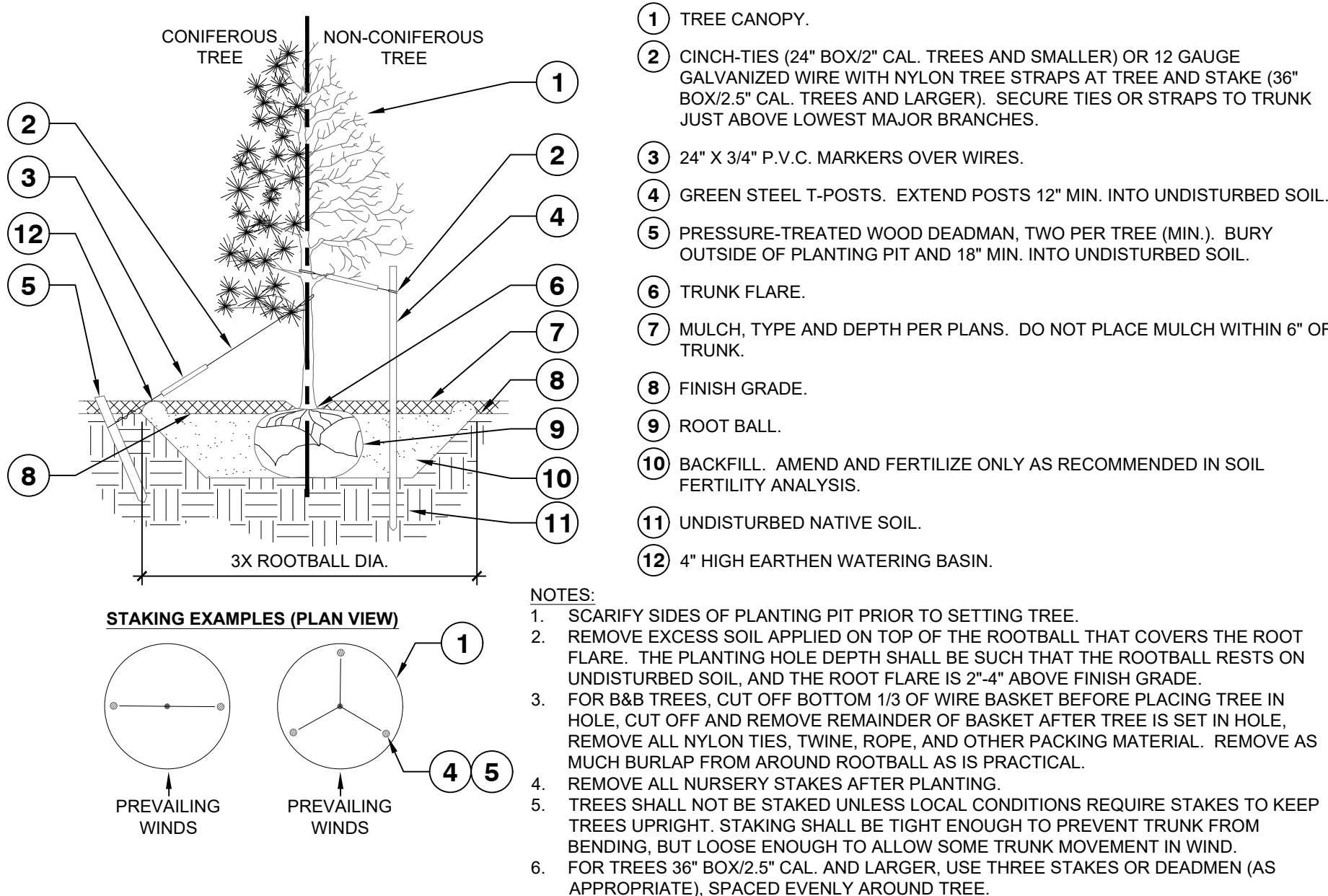
- 1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS
- | PLANT SPACING | AREA DIVIDER | PLANT SPACING | AREA DIVIDER |
|---------------|--------------|---------------|--------------|
| 6" | 0.22 | 18" | 1.95 |
| 8" | 0.39 | 24" | 3.46 |
| 10" | 0.60 | 30" | 5.41 |
| 12" | 0.87 | 36" | 7.79 |
| 15" | 1.35 | | |
- 2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION
- EXAMPLE:** PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER
STEP 1: 100 SF/1.95 = 51 PLANTS
STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL



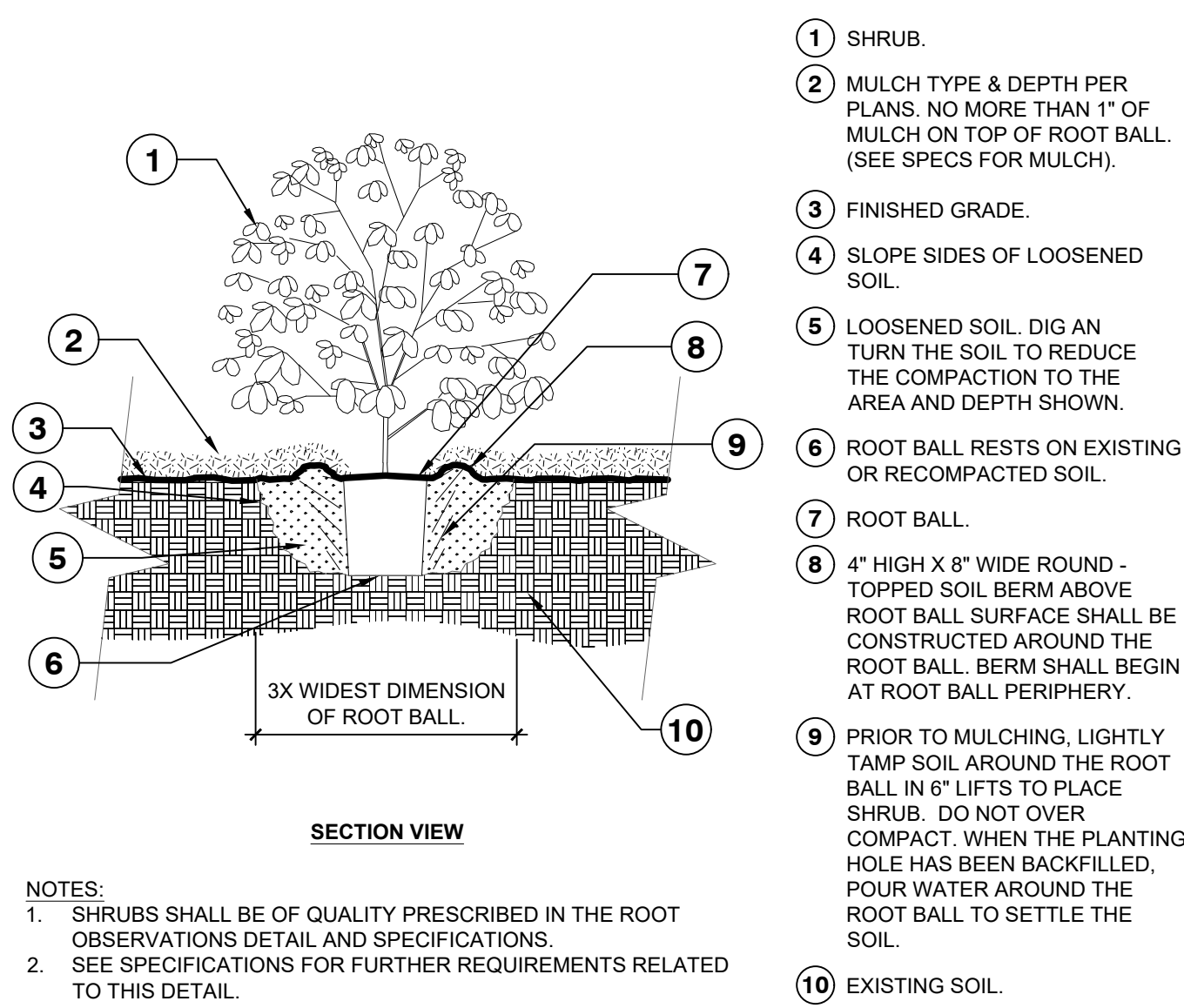
A STEEL EDGING

B TRIANGULAR PLANT SPACING

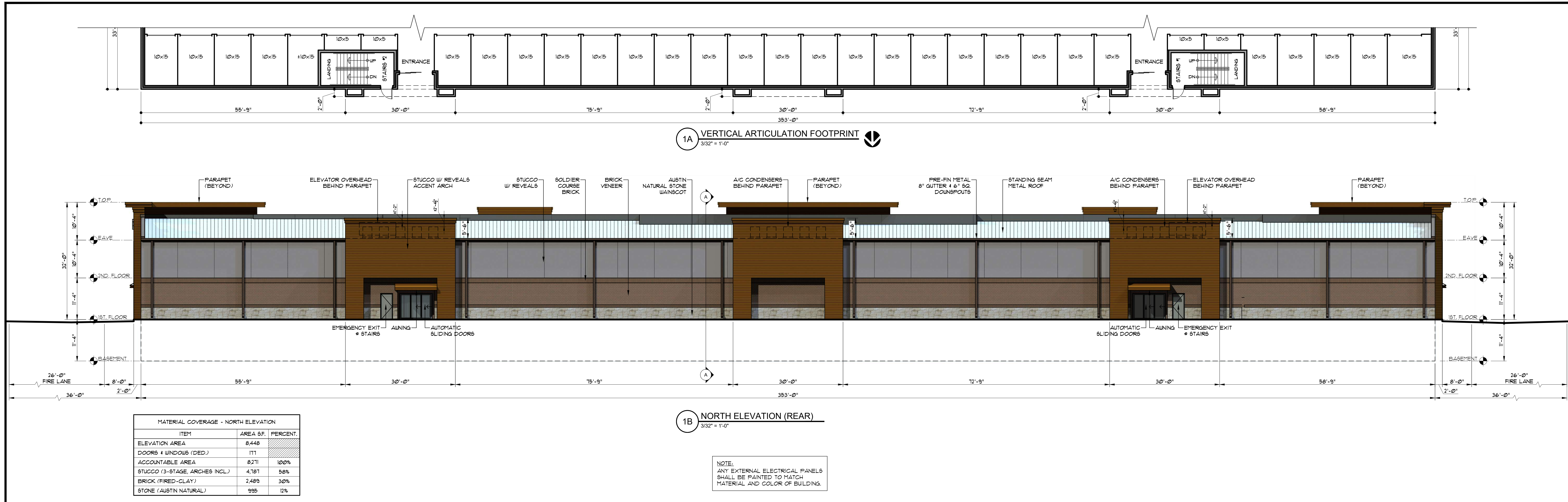
C ROOT BARRIER - PLAN VIEW



D TREE PLANTING



E SHRUB PLANTING



NO.	REVISION	NO.	REVISION

JL

BUILDING SYSTEMS, LLC

ARCHITECTURAL:
JL BUILDING SYSTEMS, LLC
CONTACT: JOSE LABASTIDA
4700 KEMBLE ST.
FORT WORTH, TX 76103
PH: 817-534-6579
EMAIL: JOSE@JLBUILDSYS.COM

PROPOSED NEW SELF-STORAGE BUILDING FOR:
ORCHARD STORAGE
F.M. 3040 & OLD ORCHARD LANE
FLOWER MOUND, TX 75028

Date10-15-2025

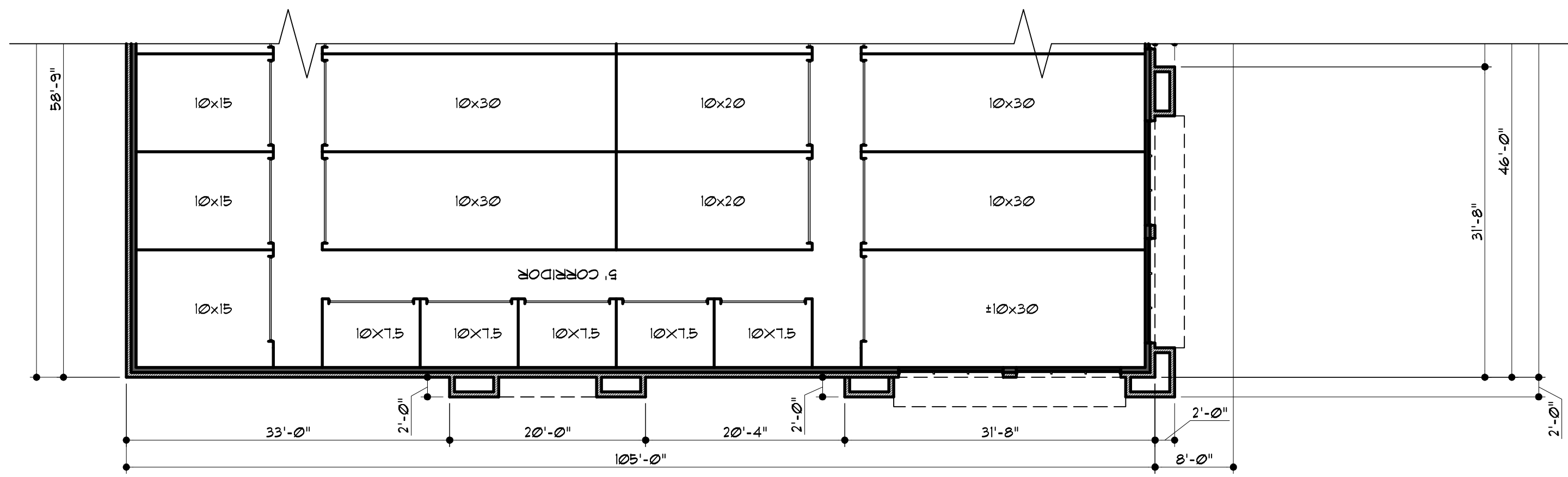
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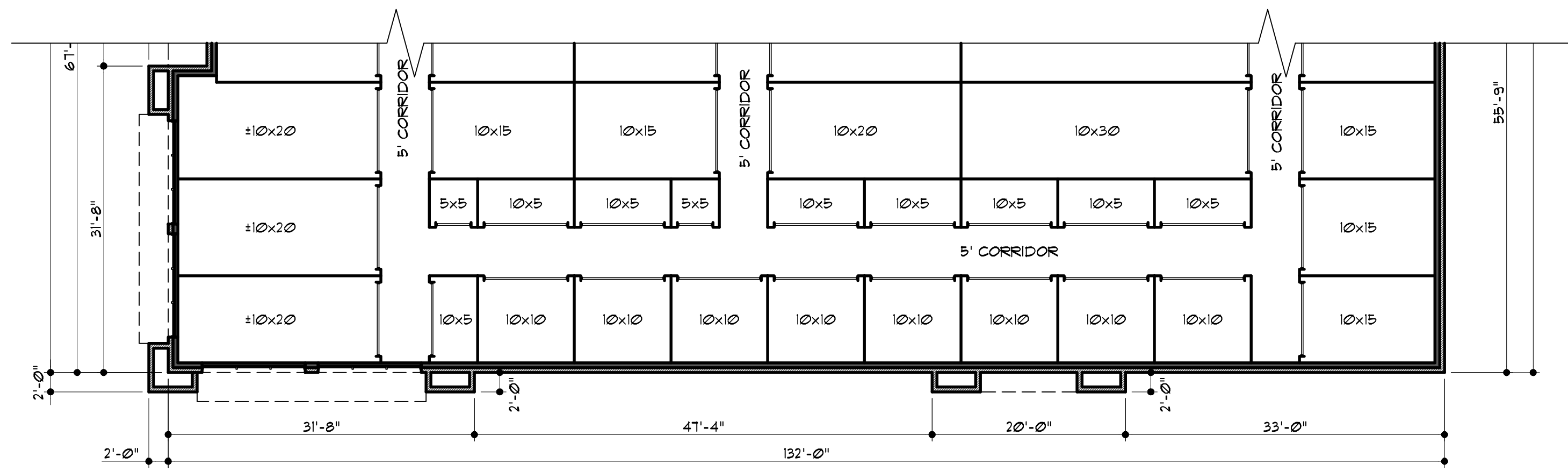
Job25007

CONCEPTUAL
BUILDING
ELEVATIONS

Sheet:
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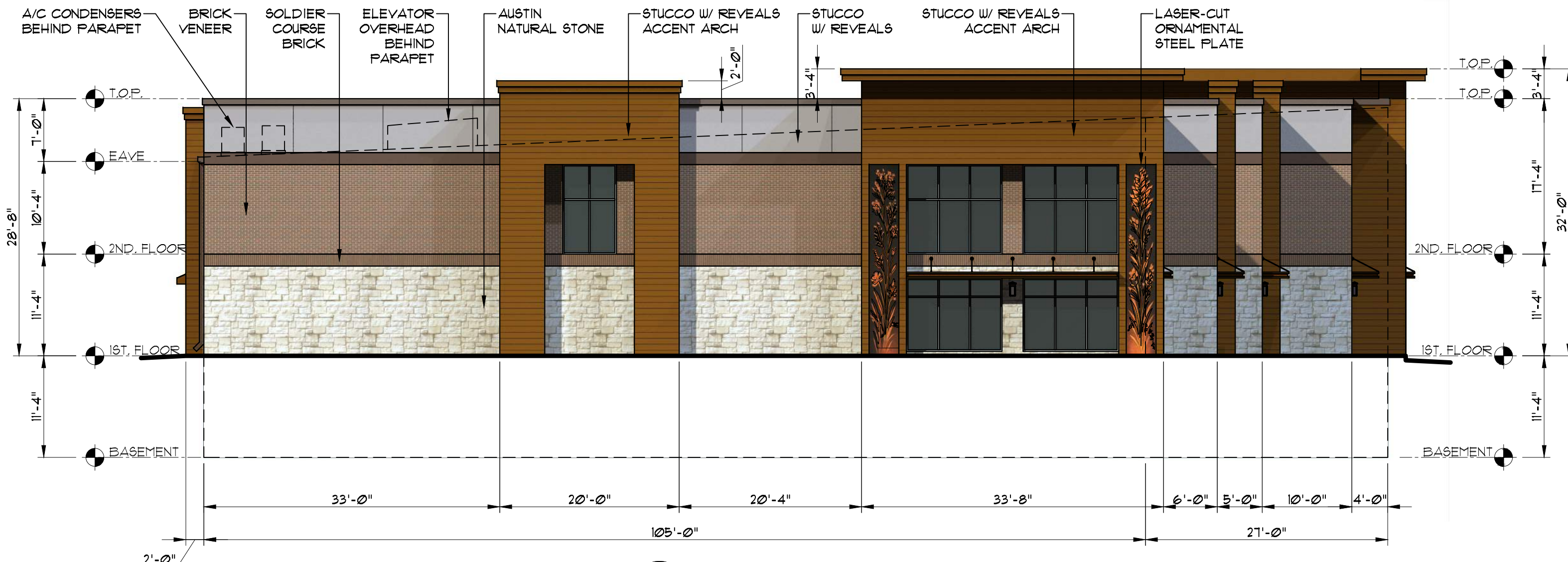


1A VERTICAL ARTICULATION FOOTPRINT
3/32" = 1'-0"

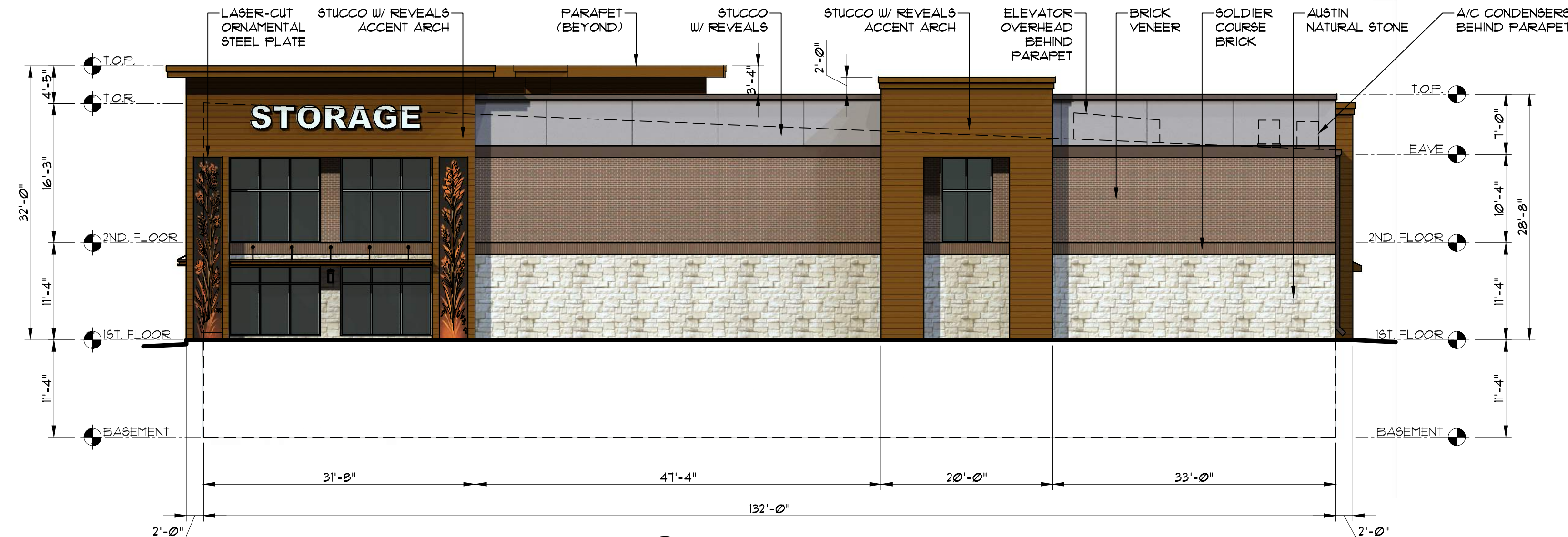


2A VERTICAL ARTICULATION FOOTPRINT
3/32" = 1'-0"

NOTE:
ANY EXTERNAL ELECTRICAL PANELS
SHALL BE PAINTED TO MATCH
MATERIAL AND COLOR OF BUILDING.



1B WEST ELEVATION
3/32" = 1'-0"

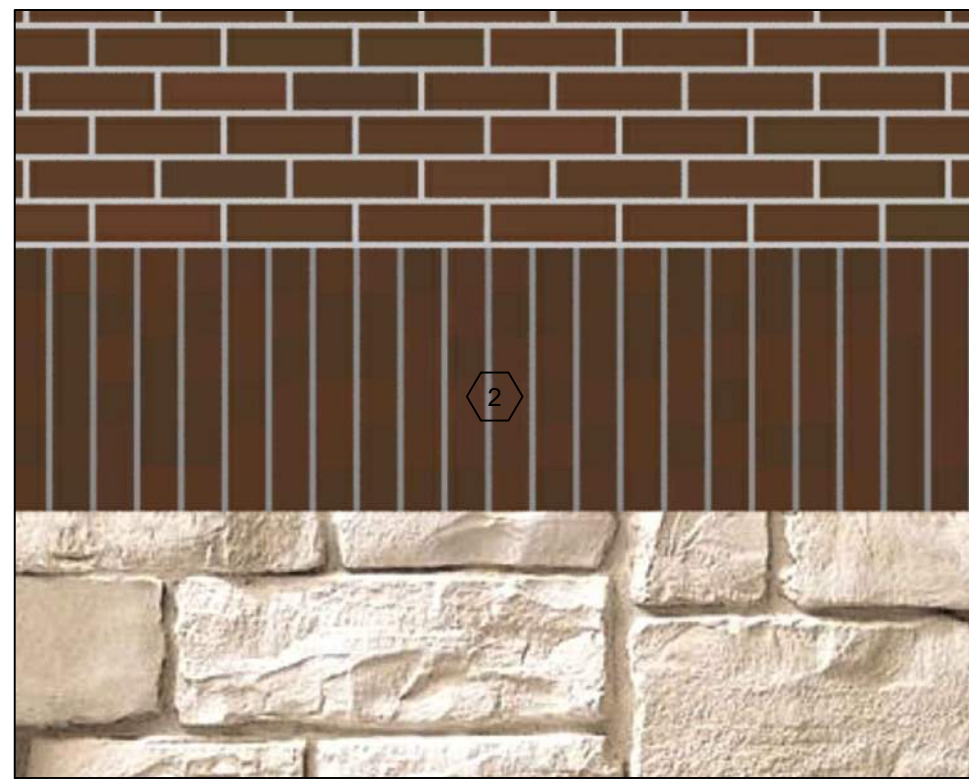


2B EAST ELEVATION (OLD ORCHARD LN.)
3/32" = 1'-0"

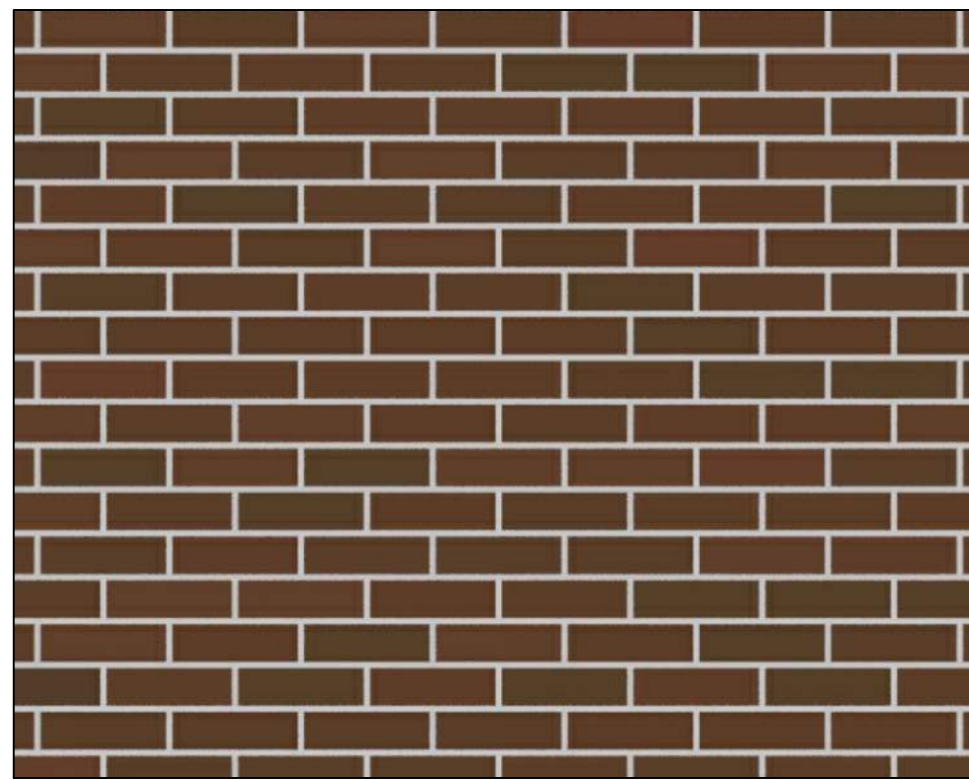
EXTERIOR BUILDING MATERIALS



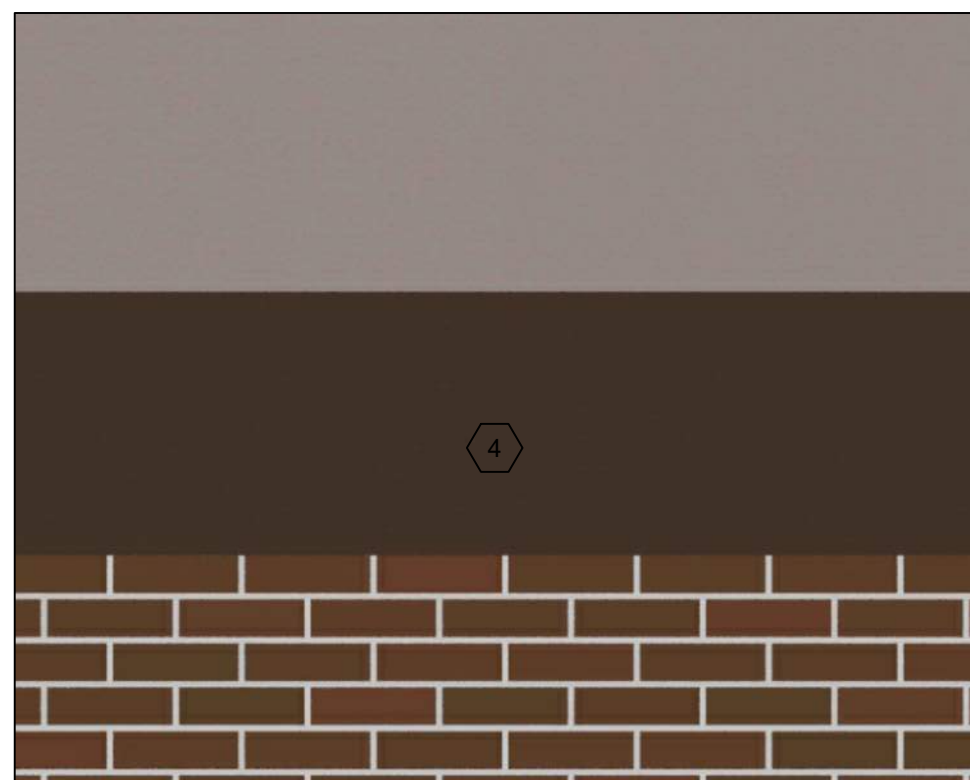
1 'AUSTIN' NATURAL STONE



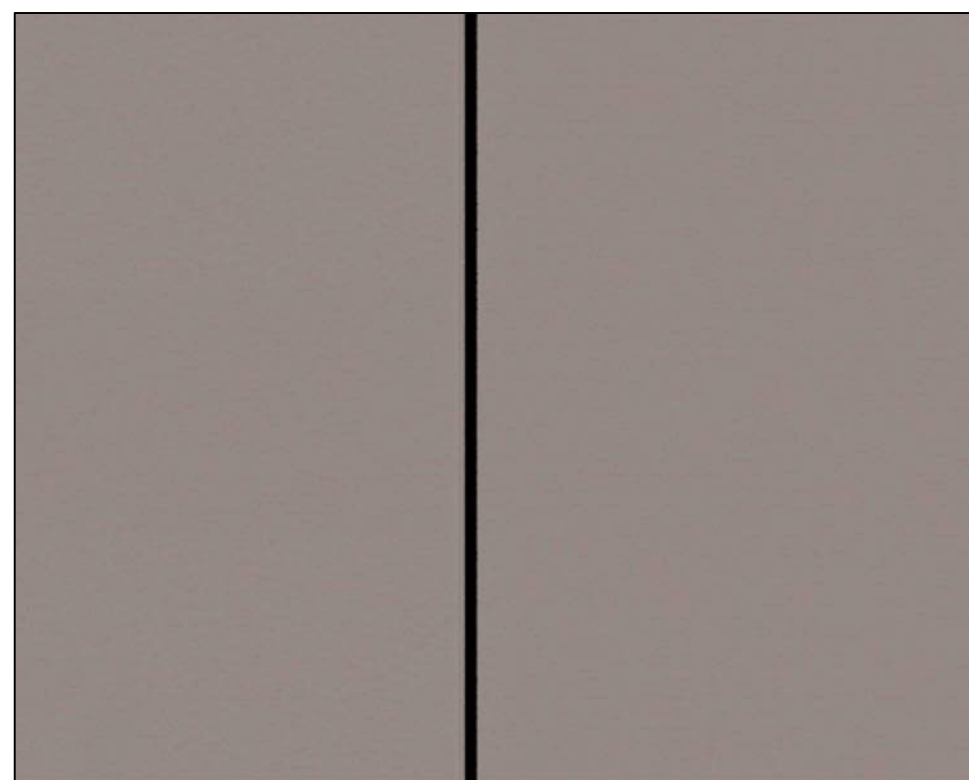
2 SOLDIER COURSE BRICK
BRAND: 'ACME'
COLOR: CANYON BROWN



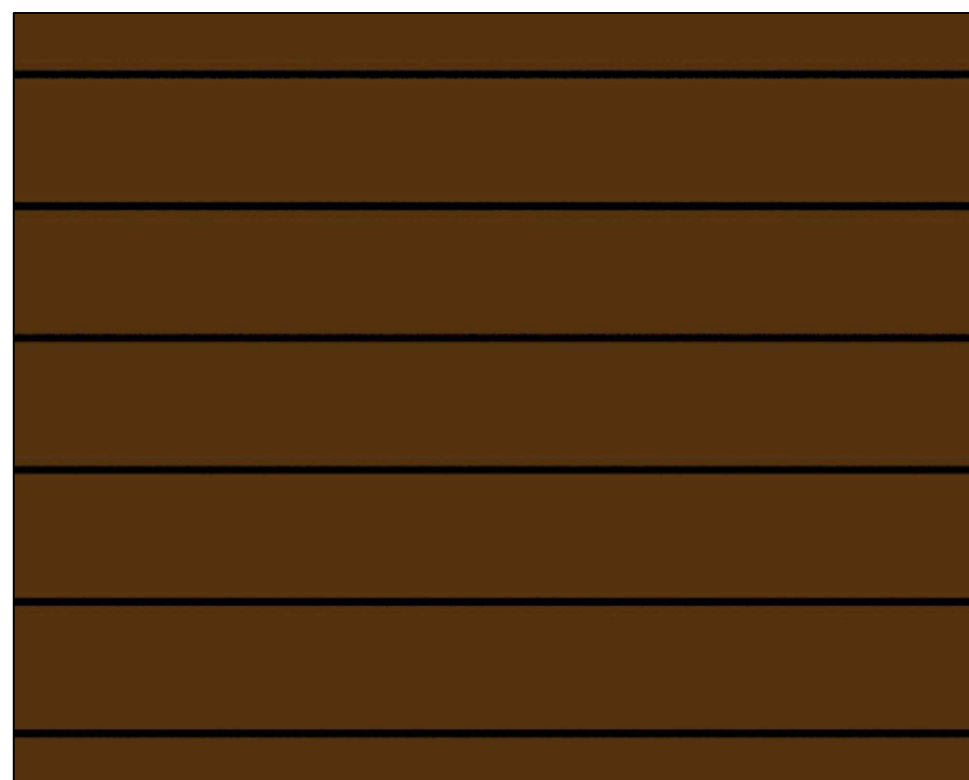
3 BRICK VENEER
BRAND: 'ACME'
COLOR: CANYON BROWN



4 STUCCO BAND
BRAND: 'OMEGA'
COLOR: COBBLESTONE PATH



5 STUCCO W/ REVEALS
BRAND: 'OMEGA'
COLOR: ROYAL TAUPE



6 STUCCO W/ REVEALS
BRAND: 'OMEGA'
COLOR: COBBLESTONE PATH



7 LASER CUT STEEL
BRAND: 'CORTEN'
COLOR: DARK RUST & ORANGE



8 METAL AWNING
BRAND: CUSTOM MADE
COLOR: COBBLESTONE PATH



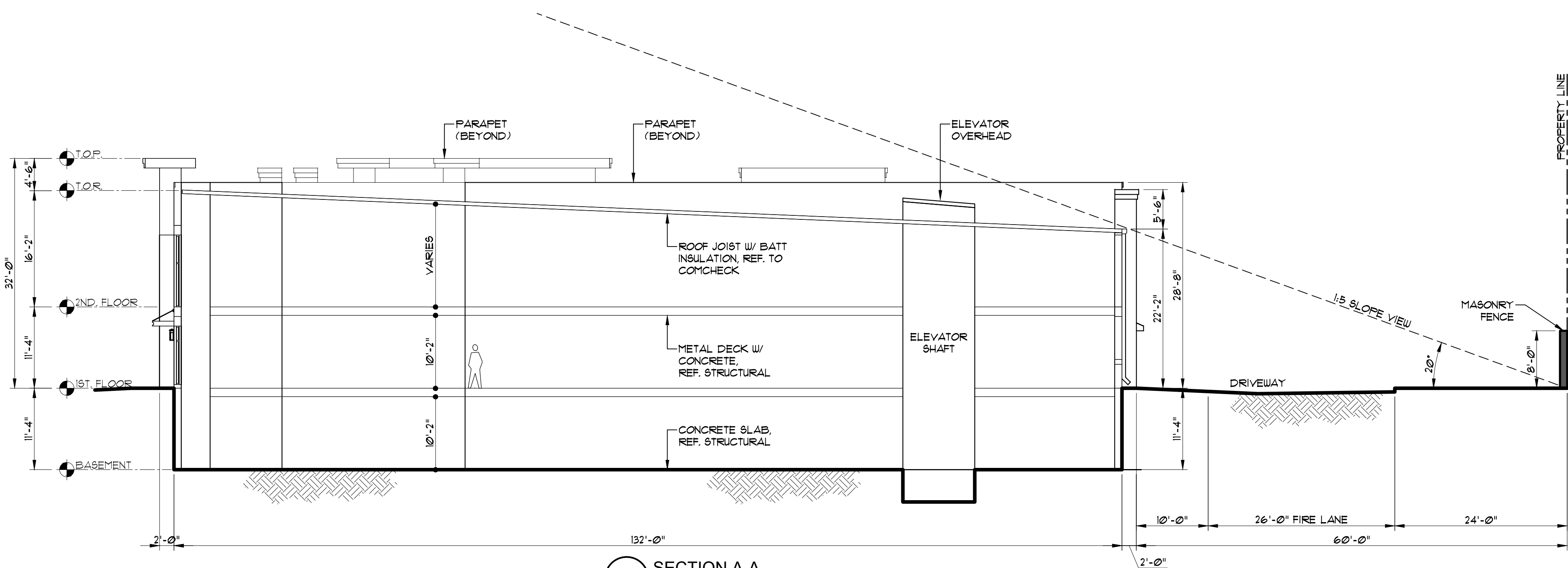
PARTIAL SOUTH ELEVATION

EXTERIOR MATERIALS LEGEND:

- 1 'AUSTIN' NATURAL STONE
- 2 SOLDIER COURSE BRICK - 'ACME' CANYON BROWN
- 3 BRICK VENEER - 'ACME' CANYON BROWN
- 4 STUCCO BAND - 'OMEGA' COBBLESTONE PATH
- 5 STUCCO W/ REVEALS - 'OMEGA' ROYAL TAUPE
- 6 STUCCO W/ REVEALS - 'OMEGA' COBBLESTONE PATH
- 7 LASER CUT ORNAMENTAL STEEL PLATE
- 8 METAL AWNING

MATERIAL COVERAGE - WEST ELEVATION		
ITEM	AREA SF.	PERCENT.
ELEVATION AREA	4,053	
DOORS & WINDOWS (DED.)	448	
ACCOUNTABLE AREA	3,611	100%
STUCCO (3-STAGE, ARCHES INCL.)	1,883	51%
BRICK (FIRED-CLAY)	882	24%
STONE (AUSTIN NATURAL)	906	25%

MATERIAL COVERAGE - EAST ELEVATION		
ITEM	AREA SF.	PERCENT.
ELEVATION AREA	4,043	
DOORS & WINDOWS (DED.)	448	
ACCOUNTABLE AREA	3,601	100%
STUCCO (3-STAGE, ARCHES INCL.)	1,617	45%
BRICK (FIRED-CLAY)	1,019	28%
STONE (AUSTIN NATURAL)	965	27%



3 SECTION A-A
3/32" = 1'-0"

NO.	REVISION	NO.	REVISION



ARCHITECTURAL:
JL BUILDING SYSTEMS, LLC
CONTACT: JOSE LABASTIDA
4700 KEMBLE ST.
FORT WORTH, TX 76103
PH: 817-534-6579
EMAIL: JOSE@JLBUILDSYS.COM

PROPOSED NEW SELF-STORAGE BUILDING FOR:

ORCHARD STORAGE
F.M. 3040 & OLD ORCHARD LANE
FLOWER MOUND, TX 75028

Date 10-15-2025
Scale As Noted
Drawn JLL
Job 25007

CONCEPTUAL
BUILDING
ELEVATIONS

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

DATE: January 20, 2026
FROM: John Habern, Park Development Manager
ITEM: **Consider approval of a Parks Board Recommendation (PBR25-0003) for cash, in the amount of \$354,020.25, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$94,384.00 for the Canyon Falls Village 3 residential development generally located east of Interstate 35 and south of Denton Creek Blvd. (The Parks Board recommended approval by a vote of 6 to 0 at their March 6, 2025 meeting.)**

BACKGROUND: The development came before the Parks Board on March 6, 2025, as a regular item with the proposal of cash in lieu of parkland dedication of \$354,020.25 and park development fees of \$94,384.00. The development had a park land dedication amount of 2.2848 acres and chose to pursue fees in lieu of park land dedication. The Parks Board recommended approval for cash in lieu of park dedication and park development fees by a vote of 6 to 0.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Parks Board at its March 6, 2025, meeting.

- [Parks Board Meeting Link](#)
- [Parks Board Staff Report Link](#)

ALTERNATIVES: The Town Council may approve or deny the recommendation or approve the recommendation with conditions or changes.

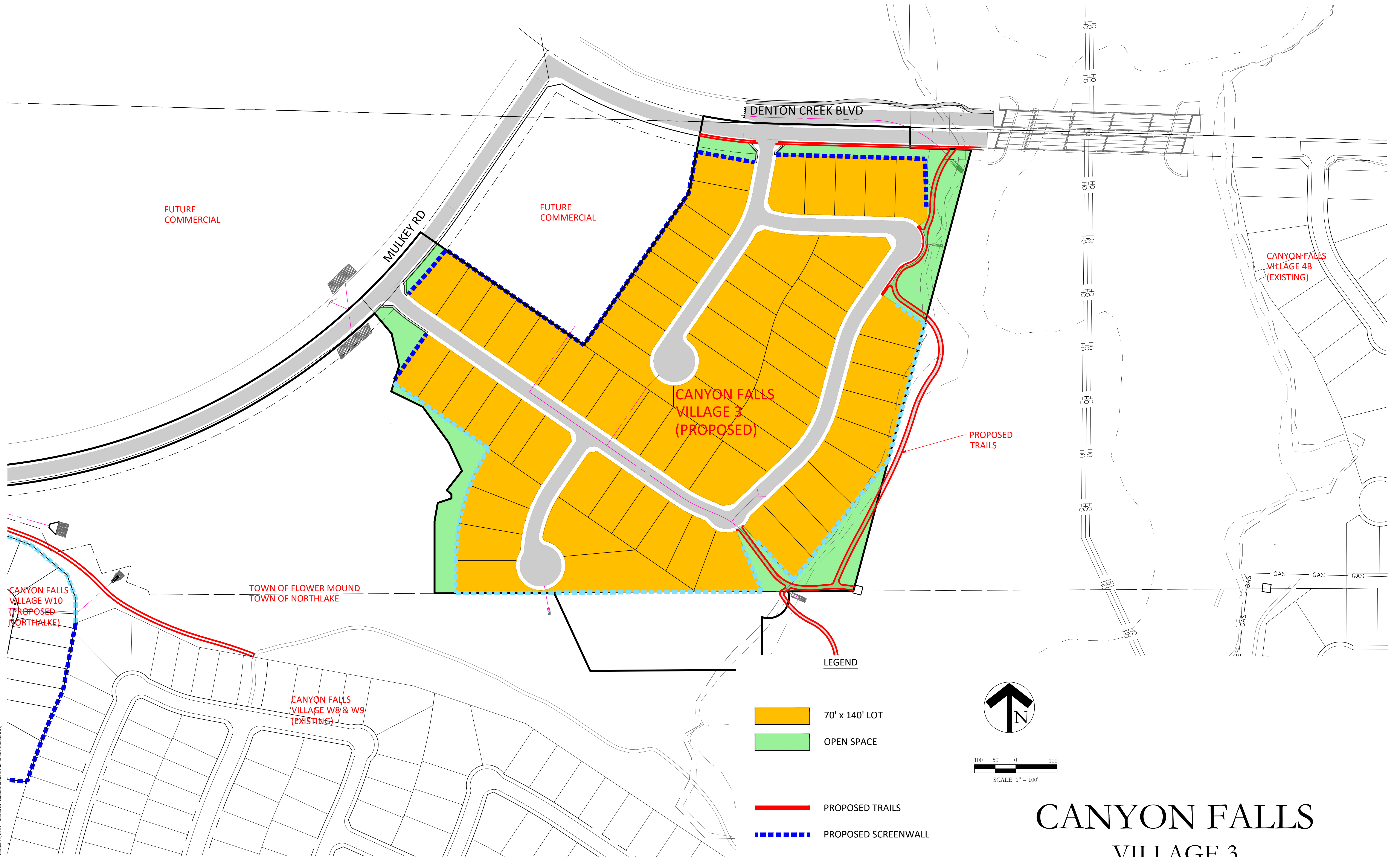
FISCAL IMPACT: N/A

LEGAL REVIEW:

ATTACHMENTS:

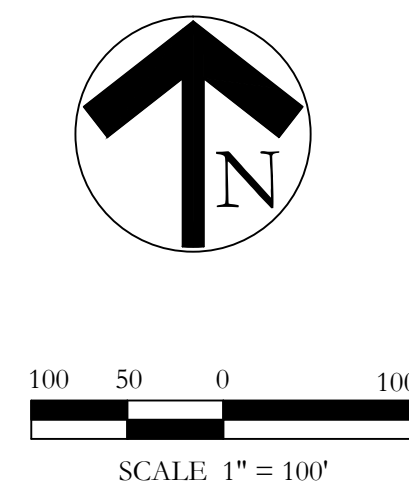
1. Canyon Falls Village 3 Concept Plan

DRAFT MOTION: Move to approve as presented.



LEGEND

- 70' x 140' LOT
- OPEN SPACE
- PROPOSED TRAILS
- PROPOSED SCREENWALL
- PROPOSED ORNAMENTAL



CANYON FALLS

VILLAGE 3

CONCEPT PLAN



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

DATE: January 20, 2026
FROM: Claire Barnes, Senior Planner
ITEM: **Consider a request for a Subdivision Site Plan (SSP24-0008 - Canyon Falls Village 3) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located west of Turner Falls Circle, east of Interstate 35, and south of Denton Creek Boulevard. (PZ recommended approval by a vote of 5 to 0 at its January 12, 2026, meeting.)**

BACKGROUND:

- Size – Approximately 72.151 acres
- Zoning – Planned Development District-98 (PD-98) Single Family District-10 (SF-10) uses and Campus Commercial District (CC) uses; Planned Development District-200 (PD-200) with Campus Commercial District (CC) uses designated for future public uses.
- Proposed Lots – 65 buildable residential lots (minimum 10,000 square-feet in size). Two non-residential lots are included in this request due to the topographic slope and floodplain exceptions.
- SMARTGrowth – Passed, with the approval of Topographic Slope exception.
- Traffic Analysis – Passed
- Exceptions
 - An exception to Section 98-147, Topographic Slope.
 - 0.06 acres with topographic slopes greater than 12 percent is being impacted.
 - 2.23 acres of topographic slopes greater than or equal to five percent and less than 12 percent that are outside buildable lots are being impacted.
 - An exception to Section 90-403, Floodplain.
 - The request is to allow construction and construction-related activity within the fully developed FEMA floodplain. All parts of the floodplain are located within open space lots (x-lots) or within the Monarch property designated for future public use.
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its January 12, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

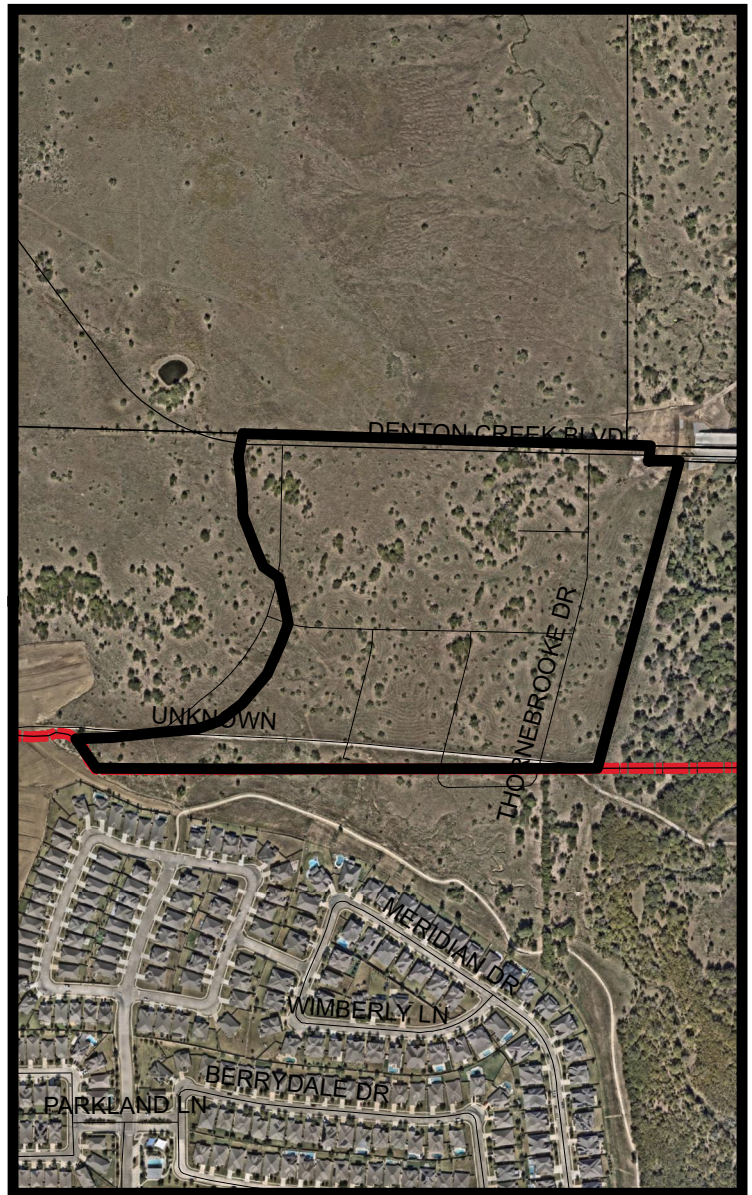
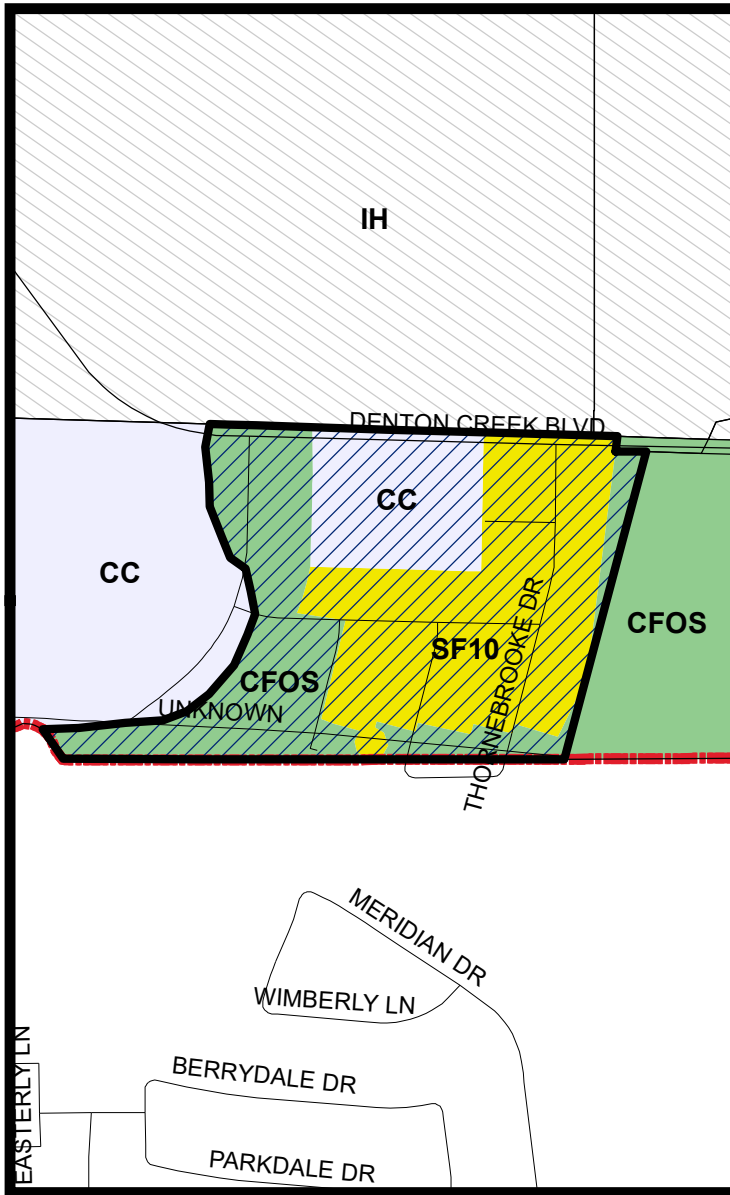
ATTACHMENTS:

1. Zoning & Aerial Map

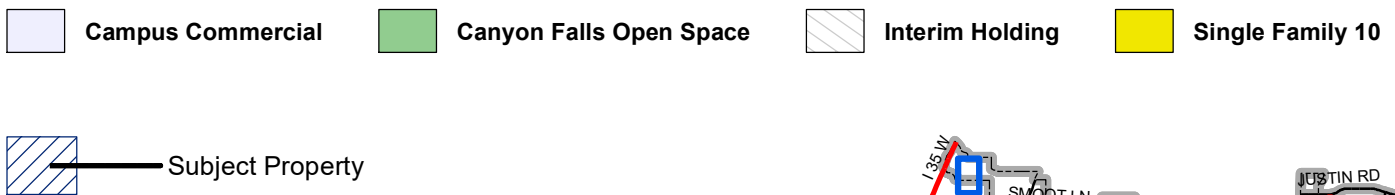
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SSP24-0008: Canyon Falls Village 3

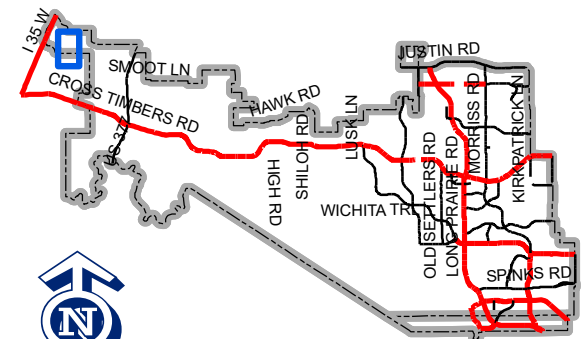


LEGEND



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Map Location

