

Town Council Regular Meeting



February 2, 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
 - a. Flower Mound Arts Center - Project Update
2. Economic Development Projects
3. Organizational Updates
 - a. Winter Weather Response

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 16 - Regular Meeting
2. February 16 - TIRZ 2 Board Meeting 5pm (Rescheduled from February 2)
3. February 19 - Work Session
4. March 2 - Regular Meeting
5. March 16 - Cancel this Regular Meeting
6. March 19 - Cancel this Work Session, reschedule to March 12

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 - 1/15 - Consider approval of the minutes from a work session held on January 15, 2026.
2. Minutes - 1/20 - Consider approval of the minutes from a regular meeting held on January 20, 2026.
3. Calling General Election - Consider approval of a resolution of the Town of Flower Mound, Texas authorizing and calling for a General Election to be held on May 2, 2026, for the offices of Town Council Place 2 and Town Council Place 5 and, if required, a run-off election on June 13, 2026; approving a joint election with Denton County and Tarrant County; establishing procedures for the election; and providing an effective date.
4. Traffic Sign Material Purchase - Consider Approval of the purchase of traffic signs and materials in the estimated annual amount of \$150,000.00, from Centerline Supply Inc, through the Texas Buyboard contract.
5. Promoter Line Contract - 2026 Fall Festival - Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2026 Fall Festival, in an amount not-to-exceed \$205,000.00 and authorization for the Mayor to execute same on behalf of the Town.

6. VERF Vehicle Purchase - Trailer Mounted Hydro Excavator - ULM Sewer - Consider approval of the purchase of a Ditch Witch HX50A Trailer Mounted Hydro Excavator for the Public Works Utility Line Maintenance Sewer Division from Charles Machine Works (Ditch Witch), through Sourcewell Cooperative Contract #110421-CMW, in the amount of \$129,949.66; and authorization for the Mayor to execute on behalf of the Town.
7. VERF Vehicle Purchase - Trailer Mounted Hydro Excavator - ULM Water - Consider approval of the purchase of a Ditch Witch HX50A Trailer Mounted Hydro Excavator for the Public Works Utility Line Maintenance Water Division from Charles Machine Works (Ditch Witch), through Sourcewell Cooperative Contract #110421-CMW, in the amount of \$129,949.66; and authorization for the Mayor to execute on behalf of the Town.
8. SIMA Valentine's Fundraiser - Consider approval for the consumption of alcohol at the Flower Mound Senior Center during SIM Auxiliary's Valentine's fundraiser.
9. PSA Road Pavement Analysis Services - Consider approval of a Professional Services Agreement with Roadway Asset Services LLC., to provide Town-wide Pavement Management Analysis and Asset Management Inventory, in the amount of \$185,092.00; and authorization for the Mayor to execute same on behalf of the Town.
10. Emergency Medical Supply Contract - Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC and , through the City of Midlothian Bid#2025-28 (TOFM Contract# 2026-39-I) in the amount of \$120,000.00 annually and authorization for the Mayor to approve same on behalf of the Town.
11. TIRZ #1 2025 Annual Report - Consider approval of the 2025 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1).
12. Debris Management Contract - Consider approval of a contractual agreement with CERES Environmental and Aftermath Disaster Recovery to provide Disaster Debris Removal, Reduction, Disposal, and other debris-related services As Needed; and authorization for the Mayor to execute 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.) (Town Council tabled this item to February 2, 2026, by a vote of 4 to 0 at its January 20, 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
 - b. Development Agreements governing private development access along Long Prairie Road between Sagebrush Drive and Chaparral Lane.
 - c. Possible boundary adjustment 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.

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 27, 2026, by 5:00 p.m.

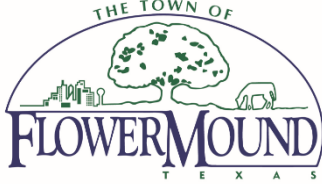
Anne Carnes, Deputy Town Secretary

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 Work Session



January 15, 2026
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 6:01 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
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

B. PUBLIC COMMENT

Names listed below do not necessarily reflect the order in which each person spoke.

	Speaker name and municipality where you reside	Subject (as written on the form)
1.	Liz Brannon, Flower Mound	Arts Center
2.	Nani Iswara, Flower Mound	Cultural Arts Commission
3.	Saket Jswara, Flower Mound	Affordability to Town residents
4.	Clare Harris, Flower Mound	Cultural Arts Center

5.	Laverne Amsterdam, Flower Mound	Cultural Arts Commission
6.	Conner McManis, Arlington	Arts Center
7.	Murthy Mantha, Flower Mound	Arts Center
8.	Andy Eads, Flower Mound	Cultural Arts Center

C. WORK SESSION ITEM

1. Flower Mound Arts Center - Project Update

Brian Walternburg, Director of Public Works, gave a presentation identifying or noting:

Project location, status, and next steps.

Representatives Michael Tingley and Richard Miller with Hoefer Welker + BORA, gave a presentation identifying or noting:

The goals — memorable place; space flexibility; creativity in the community; multipurpose assembly; community/regional destination; busy inside and out; iconic; identifiable landmark; defining success; drives development; garner community support for the Arts; and a sustainable operation.

Stakeholder and community input — proscenium theater; orchestra pit; experimental and immersive configurations; 750 - 800 seat range; lobby and event spaces; elegant and inviting; social events; business receptions; galas; arts plaza; unsure about outdoor performances; different than neighboring offerings; audience capacity; acoustic quality; dance; ballet; musical theater; recording and broad capabilities; dedicated art gallery; diffuse natural light and ability to blacken the space; lobby to host opening events and receptions; dedicated storage; audio and maker spaces and spill outdoors; outdoor arts space (more than an amphitheater); flexible performance spaces; arts center and community; landmark that is unique and distinctive; visual art studios and teaching spaces; outdoor spaces; art exhibits; and concerts.

Market assessment/analysis overview; market data analysis; current local and regional facility observations; revenue and use opportunities.

Recommendations: 500 to 800 seating; second smaller flexible theater 150 seats; flexible event and rehearsal space; additional class meeting and gallery spaces; adjacent outdoor space with performance capability; next steps; and preliminary design schedule.

Town Council and staff discussed facility sizes in the area to avoid competition

with local businesses; public engagement opportunities; indoor/outdoor components and seating; outdoor venue and return on investment; completion with local businesses; putting the Riverwalk on the map; hosting Town events; sustainability; time for more feedback; black box theater; cost recovery; event types; TIRZ funding; and county partnership.

2. Emergency Medial Services (EMS) Billing Overview

Paul Henley, Fire Chief, gave a presentation identifying or noting:

Department documentation and review; medical necessity; protocol; reporting; and billing.

Jimmy White and Brittany Fleming with Emergocn gave a presentation identifying or noting:

Billing process; billing team members; levels of service; payer mix; payer evaluation; types of write-off debt; current fee schedule; current revenue; 120 day payment claim history; and recommendations.

Town Council, representatives and staff discussed fee-setting options; payer denials; fee increase and implementation timing; value in proving medical necessity; the "Emergfire" program; rate options; resident charges; the No Surprises Act; balanced billing for residents; funding; charity care; and false alarm fees.

D. ADJOURN

Mayor Moore adjourned the meeting at 8:06 p.m.

TOWN OF FLOWER MOUND, TEXAS

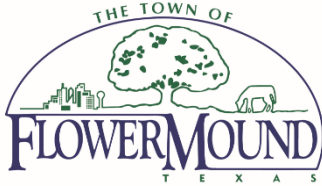
CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Regular Meeting

January 20, 2026



Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

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

Town Council member(s) absent:
Chris Drew, Councilmember Place 2

Town Staff present:
James W. Childers, Town Manager
Alicia Kreh, Town Attorney
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Brian Waltenburg, Director of Public Works
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. INVOCATION

Chaplain Liles gave the invocation.

C. PLEDGES

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

D. PUBLIC COMMENT

Names listed below do not necessarily reflect the order in which each person spoke.

	Speaker name and municipality where	Subject (as written on the form)
1.	Jim O'Conner, Flower Mound	Traffic light needed
2.	Jason Martin, Flower Mound	Raise awareness for LISD proposal
3.	Keith Dzygun, Flower Mound	DAE? at Old Settlers Elementary

E. ANNOUNCEMENTS

There were no announcements from the Mayor or Council members.

F. TOWN MANAGER'S REPORT

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

Town Manager, James W. Childers, recognized Gregory Gauger, Crew Leader — Parks Services, and James Burgoyne, Detention Services Supervisor for fifteen (15) years of service.

Mr. Childers provided an inclement weather announcement.

G. FUTURE AGENDA ITEM(S)

There were no future agenda item requests.

H. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members plan to be at the following meetings:

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

I. CONSENT ITEM(S)

ACTION: Adam Schiestel moved to approve I.1 - I.8 as presented. Brian Taylor seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

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.***

ACTION: Ann Martin moved to table until the February 2, 2026, Town Council meeting. Janvier Werner seconded the motion.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

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.)

Items J.2 and J.3 were presented together.

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

General and detailed location; land use and zoning; subdivision site plan; exceptions; landscape plan; signage and fencing; Parks Board recommendation; tree survey; and topographic slope exceptions.

Applicant Brett Pedigo, with Terra Manna, gave a presentation identifying or noting:

Overall site plan, slope impact areas, and floodplain.

Town Council and staff discussed the purpose of the floodplain exception; landscaping; topography; drainage; erosion/responsibility; improvements to prevent erosion; and establishing vegetation.

ACTION:	Brian Taylor moved to approve J.2 as presented. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

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.)

This item was presented with agenda item J.2.

ACTION:	Brian Taylor moved to approve J.3 as presented. Janvier Werner seconded the motion.
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AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

K. BOARDS/COMMISSIONS

There were no items for this category.

L. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 6:57 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

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

The Town Council reconvened into the open meeting at 7:13 p.m.; There was no action taken as a result of the closed meeting.

N. ADJOURN

Mayor Moore adjourned the meeting at 7:14 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: February 2, 2026
FROM: Traci Henderson, Town Secretary
ITEM: Consider approval of a resolution of the Town of Flower Mound, Texas authorizing and calling for a General Election to be held on May 2, 2026, for the offices of Town Council Place 2 and Town Council Place 5 and, if required, a run-off election on June 13, 2026; approving a joint election with Denton County and Tarrant County; establishing procedures for the election; and providing an effective date.

BACKGROUND: The Town's General Election will be held on the first Saturday in May in accordance with state law. Councilmember Place 2 and 5 shall be elected at the General Election, and each for a three-year term.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed Resolution calls for the May 2, 2026, election, and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: TBD

Proposed Expenditure/(Revenue)
TBD

Account Number(s):
100-610-10300-5110

LEGAL REVIEW: Maria Garcia, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. __-26

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2026, FOR THE OFFICES OF TOWN COUNCIL PLACE 2 AND TOWN COUNCIL PLACE 5 AND, IF REQUIRED, A RUN-OFF ELECTION ON A DATE DETERMINED BY THE SECRETARY OF STATE; APPROVING A JOINT ELECTION WITH DENTON COUNTY AND TARRANT COUNTY; ESTABLISHING PROCEDURES FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("Town"), is a home rule town 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, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election of a town may be held on such day; and,

WHEREAS, state law and the Town charter require that a general election be held; and,

WHEREAS, the regular election for Town Council members is required to be held on May 2, 2026, at which time the voters will elect persons to fill the offices of Town Council Place 2 and Town Council Place 5; and,

WHEREAS, it is the Town Council's intent that the election will be held as a joint election, conducted under the authority of Chapter 271 of the Texas Election Code ("Code"); and,

WHEREAS, the Town Council finds that it is in the public interest to enter into Joint Election Agreements with Tarrant County (the "Tarrant Agreement") and Denton County (the "Denton Agreement") to provide the most efficient and convenient voting opportunities; and,

WHEREAS, by this Resolution, it is the intention of the Town Council to designate a polling place for the election, to appoint the necessary election officers to establish and set forth procedures for conducting the election, and to authorize the Mayor to execute a contract with Tarrant County for conducting the election.

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

SECTION 1

The facts and recitations contained in the above preamble of this Resolution are incorporated herein for all purposes.

SECTION 2

GENERAL ELECTION CALLED. A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 2, 2026, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

COUNCIL MEMBER, PLACE 2 – For a three-year term ending May, 2029.

COUNCIL MEMBER, PLACE 5 – For a three-year term ending May, 2029.

Additionally, voting shall be conducted at the following locations:

Denton County:

1. Flower Mound Community Activity Center, 1200 Gerault Rd, Chill Zone, Flower Mound, Texas 75028
2. Flower Mound Senior Center, Ballroom C, 2701 West Windsor Dr, Flower Mound, Texas 75028

Tarrant County:

1. Grapevine Public Library, 1201 Municipal Way, Grapevine, 76051

The above locations are subject to change per the Denton or Tarrant County Agreements.

SECTION 3

APPLICATION FOR A PLACE ON THE BALLOT. Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their application with the Town Secretary not earlier than January 14, 2026, and not later than 5:00 p.m. on February 13, 2026. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 4

JOINT AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into a joint agreement for election services with the counties of Denton and Tarrant, the “Denton Agreement” and “Tarrant Agreement,” respectively. The Mayor is hereby authorized to execute Agreements with

Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Code and other applicable statutes and laws.

SECTION 5

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the general election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Code.

SECTION 6

(a) **EARLY VOTING - DENTON COUNTY.** The Denton County Elections Administrator is designated as the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Denton Agreement.

- (1) Early Voting by personal appearance shall be conducted beginning on April 20, 2026, and continuing through April 28, 2026, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on the following days and times:

Date	Time
Monday, April 20, 2026	8:00 a.m. – 5:00 p.m.
Tuesday, April 21, 2026	No voting – State Holiday, San Jacinto Day
Wednesday, April 22 - Saturday, April 25, 2026	8:00 a.m. – 5:00 p.m.
Sunday, April 26, 2026	11:00 a.m. – 5:00 p.m.
Monday, April 27 – Tuesday, April 28, 2026	7:00 a.m. – 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this resolution and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: www.votedenton.gov; Phone: 940.349.3200; Fax: 940.349.3201; email: elections@dentoncounty.gov to be received not later than the close of business on April 20, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreement.

(b) **EARLY VOTING - TARRANT COUNTY.** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant Agreement.

- (1) Early Voting by personal appearance shall be conducted beginning on April 20, 2026, and continuing through April 28, 2026, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on the following days and times:

Date	Time
Monday, April 20, 2026	8:00 a.m. – 5:00 p.m.
Tuesday, April 21, 2026	No voting – State Holiday, San Jacinto Day
Wednesday, April 22 - Friday, April 24, 2026	8:00 a.m. – 5:00 p.m.
Saturday, April 25, 2026	7:00 a.m. – 7:00 p.m.
Sunday, April 26, 2026	10:00 a.m. – 4:00 p.m.
Monday, April 27 – Tuesday, April 28, 2026	7:00 a.m. – 7:00 p.m.

Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this resolution and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas, 76111, or P.O. Box 961011, Fort Worth, Texas 76161-0011; Website: www.tarrantcountytx.gov; Phone: 817.831.8683; Fax: 817.831.6118; Email: votebymail@tarrantcountytx.gov to be received not later than the close of business on April 20, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.

(c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Election Judge shall appoint election clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks, shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons

designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 7

(a) **METHOD OF VOTING - DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

(b) **METHOD OF VOTING - TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

SECTION 8

GOVERNING LAW AND QUALIFIED VOTERS. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 9

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the election shall be published in accordance with Chapter 4 (Sec. 4.003) of the Code.

SECTION 10

RUN-OFF ELECTION. In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on June 13, 2026.

SECTION 11

NECESSARY ACTIONS. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 12

EFFECTIVE DATE. This Resolution shall be effective upon its adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS THE 2ND DAY OF
FEBRUARY, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: February 2, 2026
FROM: David Stallings, ITS Manager
ITEM: **Consider Approval of the purchase of traffic signs and materials in the estimated annual amount of \$150,000.00, from Centerline Supply Inc, through the Texas Buyboard contract.**

BACKGROUND: In order to expedite timely order of traffic signs and materials for the Town of Flower Mound, the Transportation Services Division is requesting to use the Texas Buyboard contract for purchasing traffic signs and materials.

Transportation Services has determined that this contract will serve the needs of the Town, and has requested to participate in order to take advantage of the contracted rates. The items available under this contract are traffic sign poles, sign blanks, and various traffic sign and markings parts. Orders will be placed on an as needed basis only, and each purchase will be funded by the base budget project account.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$150,000.00

Proposed Expenditure/(Revenue)
\$150,000.00

Account Number(s):
Various Projects and Accounts

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Contract - Centerline Supply, Inc.

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

April 20, 2025

Sent via email to: shane.richmond@clsusa.com

Shane Richmond
Centerline Supply, Inc.
530 Jesse St.
Grand Prairie, TX 75051

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 703-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 703-23, for which the current term is set to expire May 31, 2025. At this time, the BuyBoard is renewing your contract through May 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at jim.tulberg@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Updated contract pricing information can be sent to: contractadmin@buyboard.com.

If you have questions or comments concerning this renewal, please contact me as soon as possible at jim.tulberg@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Final renewal v.02.17.2025



TOWN COUNCIL AGENDA I.5. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Jill Deramus, Special Events Manager
ITEM: **Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2026 Fall Festival, in an amount not-to-exceed \$205,000.00 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Due to the size and scope of Fall into Flower Mound, staff is requesting the professional services of Promoter Line, Inc. (PLI) to assist in organizing, planning, and operating the Festival. PLI was selected by staff due to their long-standing experience with the Town, other municipalities, and the quality of special events produced in the area. PLI has worked with numerous cities, including Lewisville, Grapevine, Ft. Worth, Southlake, Mesquite, Bedford, and Addison.

PLI has done an excellent job over the last 17 years working with the Town to produce the Wild About Flower Mound Festival (2009 & 2010) and the Independence Fest (2011-2025) at Bakersfield Park, as well as last year's well-received inaugural Fall into Flower Mound Festival. This year's Festival will again be held at the Riverwalk from October 9-10 and includes live music with regional and local talent, arts and crafts booths, food vendors, a beverage vendor, a children's activity area, a Veterans Village, and a business expo. Parking is onsite and within the Riverwalk parking garages.

Overall, PLI handles many aspects of organizing and managing the Festival as noted in the proposed contract. Town staff will primarily be responsible for obtaining Festival sponsorships, holding planning meetings, monitoring the budget, marketing, and providing staff during the Festival. PLI will be paid in eight (8) monthly installments for their professional services fee of \$35,000 and all budgeted costs as outlined in the contract to produce and manage the two-day Festival, which comes to \$170,000. The necessary funds to host the Festival were appropriated through the FY25-26 budget process utilizing Hotel Occupancy Tax funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$205,000

Proposed Expenditure/(Revenue)
\$205,000

Account Number(s):
380-430-34200-5110

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

ATTACHMENTS:

1. Promoter Line Contract - 2026 Fall Fest

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

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on this 2nd day of February 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 Town Manager or his designee, and **PROMOTER LINE, INC.**, whose address is PO Box 2028, Colleyville, Texas, 76034-2028 (hereinafter referred to as “CONSULTANT”).

WITNESSETH:

WHEREAS, TOWN desires to obtain professional services relative to acting as a Promoter/Producer for the TOWN’s Fall Festival (“Event”), which professional services are hereinafter referred to as “Services”; and

WHEREAS, CONSULTANT is qualified to provide such Services and is willing to undertake such Services for TOWN in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT 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 its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT 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 or national professional standards.

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 consultants, and that the doctrine of respondeat superior shall not apply between TOWN and CONSULTANT, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

II.

Scope of Services

The Services to be performed by CONSULTANT include the Services listed in Exhibit A, attached hereto and incorporated by reference as if written word for word. In the event of discrepancy or conflict between Exhibit A and this Contract, this Contract shall be binding and

control. Deviations from this scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

Consistent with the Services identified in Exhibit A, the TOWN will pay CONSULTANT the amount budgeted for the Event in an amount not to exceed One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) for the Event ("Event Funds"). The Event Funds shall be paid on a monthly installment basis with the initial/first payment being made within ten (10) days of March 1, 2026, for \$21,250.00 and thereafter on or about the 1st of each month with final payment to be made in the amount of \$21,250.00 on the first day of the event. CONSULTANT shall use said Event Funds for the Event purposes identified in Exhibit A other than CONSULTANT's Fee, which Fee is provided for in section III. If additional services are requested, CONSULTANT will not initiate work on such additional services until authorized by the Town Manager, in writing, to proceed.

CONSULTANT shall collect any and all monies due and payable to the TOWN for participation in the Event and shall turn such monies over to the TOWN within fourteen (14) days of receipt. All participants shall be required to make their check or money order payable to the TOWN. Further, CONSULTANT shall meet regularly with Town as directed by TOWN to discuss the Event budget and expenses, provide to TOWN updated budget spreadsheets and receipts for all expenses incurred for the Event and paid on behalf of the TOWN, and make such expenditures as are authorized and required for the proper functioning of the Event within the parameters of the funding approved by the TOWN Council for such purpose.

III.

Compensation

For and in consideration of the Services performed hereunder, TOWN agrees to compensate CONSULTANT in a total amount not to exceed Thirty-Five Thousand and no/100 Dollars (\$35,000.00) as CONSULTANT's "Promoter's" or "Producer's" fees ("CONSULTANT'S Fee"). Such CONSULTANT'S Fee shall be paid to CONSULTANT on a monthly installment basis with the initial/first payment being made within ten (10) days of March 1, 2026, for \$4,375.00 and thereafter on or about the 1st of each month with last payment to be made in the amount of \$4,375.00 once the final event invoice has been submitted to the Town no later than 60 days after the event.

The Scope of Services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the original proposed amount unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

IV.

Term

The term of this Contract shall be twelve (12) months, beginning February 2, 2026, and ending February 1, 2027.

V.

(2)

Performance Cancellation

If any Artists' performance which has been booked by CONSULTANT for the Event is prevented or rendered impossible or unfeasible due to illness or accident of the Artist; any act or regulation of any public authority; civil uprising, act of God, labor disputes; interruption, delay, or failure of transportation services; war conditions, terrorist attack or emergencies; interruption of utility services; or any other cause beyond the reasonable control of CONSULTANT, the Artist, or TOWN then neither party to this Contract, nor the Artist, shall have any claim for damages due to the performance cancellation.

VI.

Insurance

CONSULTANT shall 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 it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall CONSULTANT allow any subcontractor to commence work on his 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.

1. Workers' Compensation, as required by law, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Medical Payments, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, 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. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- (a) Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
- (b) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (c) Allow the Town the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the Town based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONSULTANT.

- (d) Name the Town of Flower Mound and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- (e) Allow the Town to be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto.
- (f) Notify the Town in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.
- (g) Provide a Certificate of Insurance evidencing the required coverages to:

TOWN OF FLOWER MOUND
Attn. Purchasing Division
2121 Cross Timbers Road
Flower Mound, TX 75028
Fax: 972-874-6478
Email: purchasing@flower-mound.com

VII.

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 during the term of 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.

VIII.

Indemnity

THE CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONSULTANT IS LEGALLY LIABLE, AND THE CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

TO THE EXTENT ALLOWED UNDER TEXAS LAW, THE TOWN DOES HEREBY COVENANT AND CONTRACT TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CONSULTANT AND ITS OFFICERS, AGENTS, EMPLOYEES AND INVITEES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE TOWN AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE TOWN IS LEGALLY LIABLE, AND THE TOWN WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CONSULTANT FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

IX.

Default; Termination

A. TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT. 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 and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN.

B. TOWN may terminate without cause with sixty (60) days written notice. CONSULTANT will provide TOWN with all Contract information and return any unpaid funds. CONSULTANT shall cooperate with TOWN to renegotiate with all third parties to recuperate expenses.

X.

Changes

TOWN may, from time to time, require changes in the scope of the 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.

XI.

Conflict 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.

XII.

Mailing Address

All notices and communications under this Contract to be mailed or delivered to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn.: Chuck Jennings
Telecopy: 972.874.6471
Telephone: 972.874.6273

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:

Promoter Line, Inc., a Texas corporation
PO Box 2028
Colleyville, Texas 76034-2028
Attn.: Jerry R. Thompson
Phone: 817.312.6101
Federal ID# 75-2976232
Email: jtpresents@promoterline.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 by the sending party.

XIII.

Successors and Assigns

TOWN and CONSULTANT each binds themselves and their respective successors, executors, administrators and assigns to the other party of this Contract and to the successor, 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.

XIV.

Applicable Law

This Contract is entered into subject to the Charter and ordinances of TOWN as they 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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

XV.

Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason 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.

XVI.

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 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.

XVII.

Entire Agreement

This Contract embodies the complete 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.

XVIII.

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.

XIX.

Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX.

Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Denton County, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXI.

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. Further, nothing contained in this

Contract is intended to waive nor should it be interpreted as waiving or otherwise deemed to waive the TOWN's sovereign immunity or governmental immunity as it applies to any third person or entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Cheryl Moore, Mayor

CONSULTANT:

PROMOTER LINE, INC.,
a Texas Corporation

By: _____
Name: Jerry R. Thompson
Title: President

Date Signed: _____

Exhibit “A”

1. Promoter Line, Inc. will work with Town staff in development and design of an Event concept and theme.
2. Promoter Line, Inc. will develop and oversee all existing logistical elements going into Event.
3. Promoter Line, Inc. will hold a series of meetings to begin in April each year and occur monthly until the Event.
4. Promoter Line, Inc. will secure entertainment related items in cooperation with the budget.
5. Promoter Line, Inc. and the designated Town of Flower Mound's “Key” staff will oversee budget preparation. The budget will include, at a minimum, the following:

<u>Services To Be Provided</u>	<u>Projected Budget</u>
Entertainment	\$50,500.00
Catering/Rider for Headliner	\$1,500.00
Hotel for Headliner	\$2,000.00
Décor/scaff	\$7,500.00
ASCAP	\$175.00
BMI	\$175.00
Fence/Golf Carts	\$2,000.00
Forklifts/Light Towers	\$12,000.00
Generators	\$25,500.00
Kid Zone	\$16,000.00
Portalets/Cleaning & Servicing	\$2,300.00
Producer fee	\$35,000.00
Radio Rentals	\$450.00
RV Rental	\$1,500.00
Security/Gate Staff	\$5,000.00
Sound & Lights main stage	\$10,100.00
Spotlights/Stage Barricades	\$1,100.00
Stage-Main	\$8,000.00
Stagehands	\$4,500.00
Tents/Tables/Chairs	\$6,500.00
Traffic Control	\$10,000.00
Food/Catering/Supplies	\$3,200.00
Total Expenses:	\$205,000.00

6. Promoter Line, Inc. to manage budget and obtain services in accordance with the budget that is approved by the Town of Flower Mound.
7. Promoter Line, Inc. will secure all arts, crafts, and food vendors.
8. Promoter Line, Inc. will secure all payments and any insurance required from vendors.
9. Prepare and distribute vendor packets to vendors secured by Promoter Line, Inc., in cooperation with Town.
10. Promoter Line, Inc. will oversee all on site sponsor logistics for sponsors secured by the Town of Flower Mound. Promoter Line, Inc. will not be responsible for securing any sponsors for event.
11. Promoter Line, Inc. will secure all purchase/rental items, delivery, and timing of them. Promoter Line, Inc. will compile a list of Town equipment that will be needed and provided by the Town.
12. Promoter Line, Inc. will hire and oversee production items and staffing on all stages.
13. Promoter Line, Inc. will direct and manage overall staffing and placement of staffing for events.
14. Promoter Line, Inc. will advise the Town of Flower Mound as it relates to marketing, advertising, and promotion of the event.
15. Promoter Line, Inc. will manage and execute overall festival accounting, subject to Town of Flower Mound approval of the final budget. Promoter Line, Inc. will oversee and maintain approved budget. This would include making timely payments to all vendors and contractors.
16. Promoter Line, Inc. will oversee and secure talent for entertainment on all stages.
17. Promoter Line, Inc. will develop, implement, and maintain a schedule timeline in coordination with all Town departments.



TOWN COUNCIL AGENDA I.6. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of a Ditch Witch HX50A Trailer Mounted Hydro Excavator for the Public Works Utility Line Maintenance Sewer Division from Charles Machine Works (Ditch Witch), through Sourcewell Cooperative Contract #110421-CMW, in the amount of \$129,949.66; and authorization for the Mayor to execute on behalf of the Town.**

BACKGROUND: The Public Works Department is requesting the purchase of one Ditch Witch HX50A Trailer Mounted Hydro Excavator with listed options in the amount of \$129,949.66 utilizing the Sourcewell Cooperative Contract #110421-CMW.

This equipment purchase replaces Unit 92330-12, a 2016 Ditch Witch Hydro Excavation Trailer assigned to ULM Sewer, and is part of the approved Fiscal Year 2025–26 Vehicle and Equipment Replacement Fund (VERF). This request is in accordance with the Fleet Department's recommendations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$129,949.66

Proposed Expenditure/(Revenue)
\$129,949.66

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req
3. Quote
4. Ditch Witch HX50A Trailer picture

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



Bid Award Recommendation

Date: 12/29/2025– VERF – FY25-26

Description: **Hydro Excavation Trailer**

Qty.: 1

Replaces: 92330-12, a 2016 Ditch Witch Hydro Excavation Trailer – ULM Sewer

Bidder: Charles Machine Works (Ditch Witch), Kyle Anna 817-807-2178
kyle.anna@witchequipment.net

Item: 1 – Ditch Witch HX50A Hydro/Vacuum Excavation Trailer Assy and Options as Identified on Ditch Witch Corporate Quote 20226291 Which Cites Sourcewell Cooperative Contract 110421-CMV.

Total Cost of Vehicles, Equipment & Installation:

\$129,949.66

It is Fleet Services recommendation to award the bid to **Charles Machine Works/Ditch Witch** in the amount of **\$129,949.66** utilizing the **Sourcewell Cooperative Contract # 110421-CMW**.

Fleet Services Manager

12/29/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 12/29/2025
 Suggested Vendor: Ditch Witch
 Contact (if known): Kyle Anna
 Address (if available): _____
 Phone/Fax: 817-807-2178



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: ULM-Sewer

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$129,950.00	1	Ditch Witch HX50A Trailer Mounted Hydro Excavator	129,949.66	129,949.66
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	129,949.66

Name/Phone Ext.: _____
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 92330-12
 Spec Name: _____

APPROVALS:
 Fleet Manager: Bill Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: Sourcewell 110421-CMW

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

TOWN OF FLOWER MOUND
SOURCEWELL MEMBER 77514
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028-2602

Quotation

Information

Quotation No. 20226291
Document Date 12/26/2025
Customer No. 512385
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 01/26/2026

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** HX50A - HX50A With the following configuration: Debris Tank 800 Gallon Water Tank 400 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Powered 4in Hoses Water Heater No Quiet Option Yes Prospector Digging Lance Yes Water Air Gap Yes Traffic Cone Storage Yes Trailer Tongue Tool Box Yes Hydraulic Oil Standard Color Standard Trailer Jack Hydraulic			106,150.20

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address
TOWN OF FLOWER MOUND SOURCEWELL MEMBER 77514 2121 CROSS TIMBERS ROAD FLOWER MOUND TX 75028-2602

Quotation

Information	
Quotation No.	20226291
Document Date	12/26/2025
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Dealership	WITCH EQUIPMENT COMPANY, INC. FORT WORTH
PO	
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 01/26/2026

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details				
Qty	Material Description	Unit Price	Discount	Amount
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	025-1034 - VT24 800 GAL HEAVY TRAILER			21,016.14
		Corporate Account Price		127,166.34
		Materials Surcharge		2,543.32
		Installation Charge		240.00
		Total Amount		\$ 129,949.66

Confidentiality Notice:

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DITCH WITCH HX50A TRAILER





TOWN COUNCIL AGENDA I.7. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of a Ditch Witch HX50A Trailer Mounted Hydro Excavator for the Public Works Utility Line Maintenance Water Division from Charles Machine Works (Ditch Witch), through Sourcewell Cooperative Contract #110421-CMW, in the amount of \$129,949.66; and authorization for the Mayor to execute on behalf of the Town.**

BACKGROUND: The Public Works Department is requesting the purchase of one Ditch Witch HX50A Trailer Mounted Hydro Excavator with listed options in the amount of \$129,949.66 utilizing the Sourcewell Cooperative Contract #110421-CMW.

This equipment purchase replaces Unit 92320-17, a 2017 Ditch Witch Hydro Excavation Trailer assigned to ULM Water, and is part of the approved Fiscal Year 2025–26 Vehicle and Equipment Replacement Fund (VERF). This request is in accordance with the Fleet Department's recommendations.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$129,949.66

Proposed Expenditure/(Revenue)
\$129,949.66

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req
3. Quote
4. Ditch Witch HX50A Trailer picture

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



Bid Award Recommendation

Date: 12/29/2025– VERF – FY25-26

Description: **Hydro Excavation Trailer**

Qty.: 1

Replaces: 92320-17, a 2017 Ditch Witch Hydro Excavation Trailer – ULM Water

Bidder: Charles Machine Works (Ditch Witch), Kyle Anna 817-807-2178
kyle.anna@witchequipment.net

Item: 1 – Ditch Witch HX50A Hydro/Vacuum Excavation Trailer Assy and Options as Identified on Ditch Witch Corporate Quote 20226291 Which Cites Sourcewell Cooperative Contract 110421-CMV.

Total Cost of Vehicles, Equipment & Installation:

\$129,949.66

It is Fleet Services recommendation to award the bid to **Charles Machine Works/Ditch Witch** in the amount of **\$129,949.66** utilizing the **Sourcewell Cooperative Contract # 110421-CMW**.

Fleet Services Manager

12/29/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 12/29/2025
 Suggested Vendor: Ditch Witch
 Contact (if known): Kyle Anna
 Address (if available): _____
 Phone/Fax: 817-807-2178



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: ULM-Water

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$129,950.00	1	Ditch Witch HX50A Trailer Mounted Hydro Excavator	129,949.66	129,949.66
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	129,949.66

Name/Phone Ext.: _____
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 92320-17
 Spec Name: _____

APPROVALS:
 Fleet Manager: Bill Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: Sourcwell 110421-CMW

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

TOWN OF FLOWER MOUND
SOURCEWELL MEMBER 77514
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028-2602

Quotation

Information

Quotation No. 20226291
Document Date 12/26/2025
Customer No. 512385
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 01/26/2026

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Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** HX50A - HX50A With the following configuration: Debris Tank 800 Gallon Water Tank 400 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Powered 4in Hoses Water Heater No Quiet Option Yes Prospector Digging Lance Yes Water Air Gap Yes Traffic Cone Storage Yes Trailer Tongue Tool Box Yes Hydraulic Oil Standard Color Standard Trailer Jack Hydraulic			106,150.20

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The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address
TOWN OF FLOWER MOUND SOURCEWELL MEMBER 77514 2121 CROSS TIMBERS ROAD FLOWER MOUND TX 75028-2602

Quotation

Information	
Quotation No.	20226291
Document Date	12/26/2025
Customer No.	512385
Dealership	WITCH EQUIPMENT COMPANY, INC. FORT WORTH
PO	
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 01/26/2026

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Quotation Details				
Qty	Material Description	Unit Price	Discount	Amount
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	025-1034 - VT24 800 GAL HEAVY TRAILER			21,016.14
		Corporate Account Price		127,166.34
		Materials Surcharge		2,543.32
		Installation Charge		240.00
		Total Amount		\$ 129,949.66

Confidentiality Notice:

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DITCH WITCH HX50A TRAILER





TOWN COUNCIL AGENDA I.8. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Jaime Jaco-Cooper, Senior Center Manager
ITEM: **Consider approval for the consumption of alcohol at the Flower Mound Senior Center during SIM Auxiliary's Valentine's fundraiser.**

BACKGROUND: The SIM Auxiliary, Inc. (SIMA) is requesting Council approval to serve wine at the Flower Mound Senior Center during the Love Me Tender Dinner and Dance on Thursday, February 12 from 5 - 8 p.m.. SIMA is a 501(c)3 that supports the Flower Mound Seniors In Motion program. Since its formation in 2009, SIMA has donated over \$100,000 to support the program and the Flower Mound Senior Center. The Love Me Tender Dinner and Dance is SIMA's first Valentine's fundraiser. The event will feature a performance by Elvis impersonator Lain Crew. Guests will purchase tickets for \$20 each, which includes appetizers, dinner, dessert, wine, and beverages. SIMA's previous events have typically raised over \$3,000. During the event, a TABC licensed server will be onsite to serve wine, as well as monitor participant consumption. SIMA will take on risk and liability of providing alcohol at the event. They have obtained event insurance, including liquor liability, and named the Town of Flower Mound as an additional insured on their liability insurance. No one under the age of 21 will be admitted to the event.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If the request is denied, SIMA will not serve alcohol at the event.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Love Me Tender

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

THE SIM, AUXILIARY PRESENTS

Love Me Tender Dinner & Dance

Featuring Lain Crew as

ELVIS

THURSDAY, FEB. 12

5 - 8 P.M.

\$20 PER PERSON

**INCLUDES DINNER CATERED BY
OLIVE GARDEN AND ADULT BEVERAGES*

FLOWER MOUND SENIOR CENTER

2701 W. WINDSOR DRIVE

972.874.6110

RSVP BY MONDAY, FEB. 9





TOWN COUNCIL AGENDA I.9. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of a Professional Services Agreement with Roadway Asset Services LLC., to provide Town-wide Pavement Management Analysis and Asset Management Inventory, in the amount of \$185,092.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This proposal from Roadway Asset Services (RAS), LLC., is to provide pavement analysis and asset management to the Town's roadway network. RAS utilizes laser-based automated technologies to collect pavement conditions, which are evaluated using the Pavement Condition Index (PCI) procedure, which analyzes surface defects and assigns a score ranging from 0 to 100, with 100 indicating pavement is in excellent condition. The PCI scoring helps forecast future deterioration rates and improves the Town's ability to project maintenance and rehabilitation needs. The most recent pavement condition assessment was completed in 2021. Since then, pavement conditions have changed, and updated PCI scores are needed to accurately reflect current street pavement conditions. Regular PCI updates are critical for effective pavement management, allowing the Town to prioritize maintenance and repairs, plan projects strategically, and allocate resources efficiently. This proposal will also collect pavement marking conditions on thoroughfare roads.

These services will be purchased through the HGACBuy Cooperative Contract. RAS is an approved vendor through HGACBuy purchasing cooperatives for Pavement Analysis services. RAS has performed Pavement Analysis Services to various municipal jurisdictions within the North Central Texas Region. Town staff have evaluated their services and verified their references with other jurisdictions and feel comfortable RAS will provide a quality service to the Town.

These Pavement Management Analysis services are part of the 2025-26 Street Assessment Study CIP Project.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Staff could perform visual pavement assessments. These visual assessments would not be as accurate as assessments utilizing laser, multi-directional cameras, and distress testing equipment. Visual assessments are also subject to high variability, as having multiple assessors can lead to disparities in scoring methods.

FISCAL IMPACT: \$185,092.00

Proposed Expenditure/(Revenue)
\$185,092.00

Account Number(s):
316-560-70051-6160

LEGAL REVIEW: The Town's standard (construction agreement, professional service agreement, etc) form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. PSA
2. Form 1295 Certificate 101481192

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Roadway Asset Services, LLC.**

This contract is entered into on this _____ day of _____, 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 / Town Manager, and **Roadway Asset Services, LLC.**, (“hereinafter referred to as “CONSULTANT”) whose address is 6001 W Parmer Lane, Ste 370-1102, Austin, TX 78727.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to the Pavement Management Asset Services project; and

WHEREAS, CONSULTANT is a roadway and pavement asset management firm qualified to provide such services and is willing to undertake the performance of such services for 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 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 roadway and pavement asset services Project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work”

(hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. **Payment for Services**

Total payment for services described herein shall be a sum not to exceed One Hundred Eighty-Five Thousand Ninety-Two Hundred and No/100 Dollars (\$185,092.00). 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.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed 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 actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. 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, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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 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, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Manuel Palacios Jr.,
Assistant Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6414 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.

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 sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X. **Successors and Assigns**

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

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 respondent 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. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract, except to the extent that such liability is covered by CONSULTANT's insurance, whether maintained as a requirement of this Contract or otherwise.

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 in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

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:

Manuel Palacios Jr.,
Assistant Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6414 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:

Bart Williamson, FCLS
Chief Executive Officer
6001 W. Parmer Lane, #370-1102
Austin, Texas 78727
210-837-5249 Telephone
bwilliamson@roadwayservices.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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

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

This Contract is fully performable in Denton County, Texas, 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:
Roadway Asset
Services, LLC

THE TOWN OF FLOWER MOUND, TEXAS

By: 

Name: Bart Williamson

Title: Chief Executive Officer

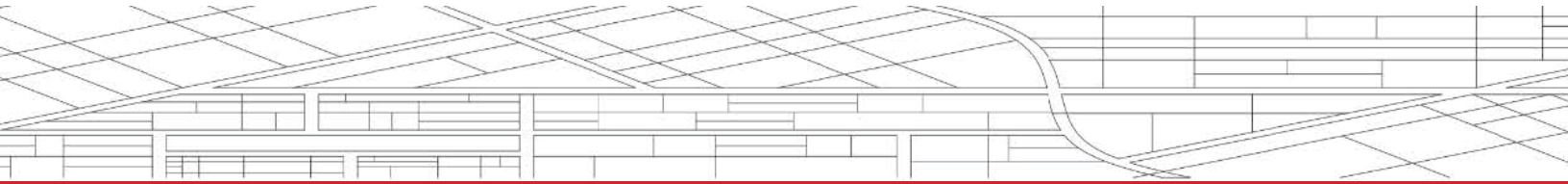
Dated: 1/15/26

By: _____

Name: _____

Title: _____

Dated: _____



Attachment A: Scope of Work

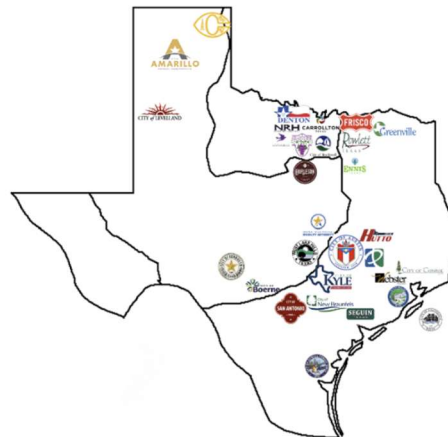
Attachment A: Scope of Work

Manny Palacios
Assistant Public Works Director
201 Spinks Rd
Flower Mound, TX 75028

Reference: RAS Pavement Management Services Proposal

Dear Mr. Palacios,

Roadway Asset Services, LLC (RAS) is pleased to discuss the potential pavement and asset management needs for the Town of Flower Mound. RAS is headquartered in Austin, Texas with a satellite office in the Dallas-Fort Worth Metroplex. RAS has worked with several local and regional municipalities including **Lewisville, Fort Worth, Garland, Plano, Grapevine, Little Elm, North Richland Hills, Frisco, Denton, and Carrollton**. Our team is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. In addition, our services include the configuration of many available 3rd party pavement management programs such as **BOSS™, Streetlogix, PAVER, Cartegraph, Brightly, DOT, Agile Assets, VUEWorks, Lucity**, and many others. **In the last 5 years, RAS executive team members have managed over 100,000 miles of pavement condition and asset inventory data.**



RAS understands the Town is seeking a qualified data collection vendor to conduct a pavement condition assessment on 300 centerline miles of paved roadways, with one pass conducted on local roads and two pass testing on arterial and collector roadways resulting in approximately 400 survey miles. In addition, RAS will perform a financially optimized pavement analysis that includes full customization of the BOSS™ pavement management system with the delivery of a final report and PowerBI portal hosted by RAS. Our team will also configure and deploy a hosted videologger for easy access to the imagery and pavement condition data.

RAS is an approved vendor through the HGACBuy, TXShare and BuyBoard purchasing cooperatives for Pavement Analysis services. We look forward to building a long-term relationship with the Town of Flower Mound. Our team is prepared to deliver a scope of work that is tailored to the needs and goals of the Town Stakeholders. Please do not hesitate to reach out with any questions or comments regarding these services.

Sincerely,

A handwritten signature in blue ink that reads "Bart Williamson".

Bart Williamson, FCLS
Chief Executive Officer

1. Firm Overview



Roadway Asset Services, LLC (RAS) is a Texas Engineering Firm (License #: F-22104) headquartered in Austin, Texas. RAS team members have managed automated data collection, performed QA/QC, developed pavement management plans, supplied GIS based deliverables, and provided imports and modeling for cities, counties, and DOT's across the United States. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning, and GIS.

With **Deep Texas Roots**, RAS is excited to present a strong team with first-hand experience in the complexities of pavement and asset management, processing, analysis, as well as the in-depth knowledge of the technology and methodology needed to complete the work. In addition to data collection, we have a comprehensive understanding of the decentralized asset maintenance process and the need for clear and consistent communication with Stakeholders throughout this project.



The RAS leadership team consists of seasoned **pavement management professionals who boast 150 years** of database integration and pavement condition survey management. **Our team will provide prompt and relevant services as demonstrated by RAS leadership's direct involvement in each project the Firm undertakes.**

Throughout their careers, the RAS leadership team has been involved in pavement condition and ROW asset surveys for similar projects including:

- Plano, TX
- San Antonio, TX
- Austin, TX
- Pflugerville, TX
- McAllen, TX
- Forney, TX
- Little Elm, TX
- Galveston, TX
- Fort Worth, TX
- Corpus Christi, TX
- Rockwall, TX
- Seguin, TX
- Ennis, TX
- Round Rock, TX
- North Richland Hills, TX
- New Braunfels, TX
- Rowlett, TX
- Amarillo, TX

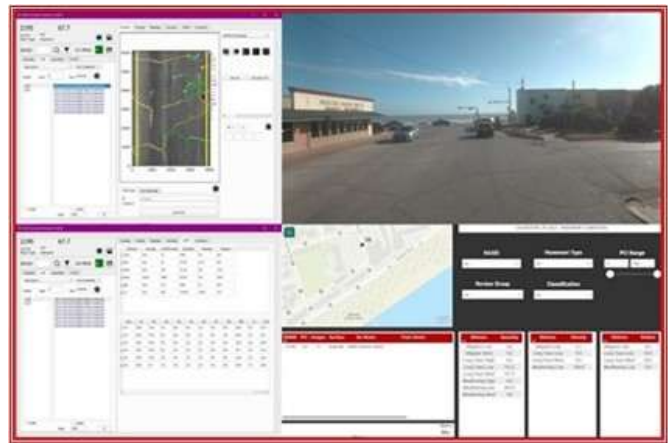
2. Pavement Condition Surveys and ASTM D6433 Data

Objective Data Collection: RAS has invested in the most sophisticated fleet of **Roadway Asset Collection (RAC)** vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment of the roads driven**. This methodology removes the subjectivity of rating small sample areas of the road segment. RAS utilizes a high-definition ROW capture system to provide an immersive view of assets that can be extracted for various attributes. The pavement



data will be processed per road segment for the entire roadway network using the continuous and detailed 20-foot linear samples acquired by the RAC's **Laser Crack Measurement System (LCMS-2)** vehicle. RAS will adopt the City's existing GIS centerlines and the detailed 20-foot level data collected by the RAC vehicle will be rolled up to the segment level for reporting purposes. Furthermore, RAS' RAC vehicles have **received independent inertial profiler certification for accuracy and repeatability from the Texas A&M Transportation Institute (TTI)**.

Processing & Rating: After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI pavement rating tool **Road TRIP® (Technical Rating Intelligence Program)**. The import process creates mappings to the data so that users do not need to keep track of where the data is stored on central data server(s). At this stage, major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of



profile, roughness, rutting, detection of cracks, lane-markings, intended design features, and other distresses. The detected cracks are overlaid on the pavement images and offset to assist with the verification of the detected cracks. During reporting, the distress cracks are defined by road zone and accumulated according to the units defined in the client specification. The severity levels are identified based on the defined limits (ASTM D6433) and verified for resolution through visual quality control checks of image files.



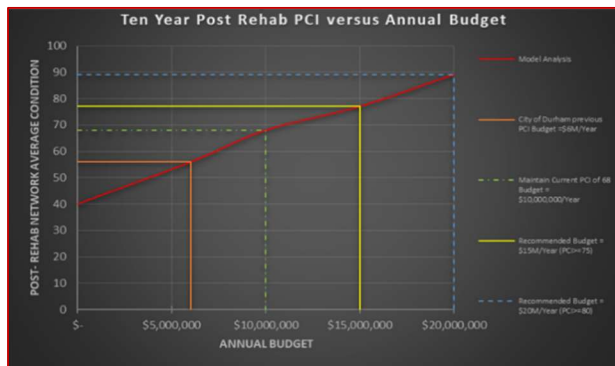
Sample Inspections

RAS processes the data at the roughly 2,500 sq.ft. sample inspection size as defined in the ASTM D6433 protocols. RAS will deliver this data via a heat map in ArcGIS Online. This means that the City will have access to multiple PCI samples for each segment of the roadway. An example of this output is pictured and one of the key benefits at having data in this granular manner is that the City can identify localized

failures in a segment that is in otherwise good condition.

3. Pavement Analysis and Multi-Year Plan Optimization

Budget Optimization Street Selector (BOSS™)



For agencies that do not yet have a pavement management program developed or have software with limited pavement analysis capabilities, RAS has developed a pavement management program called **BOSS™ (Budget Optimization Street Selector)** that is utilized for customized deterioration curves which results in a prioritized multi-year rehabilitation plan that is financially optimized and ready to be presented to Town administrators or

elected officials. The benefit of the **RAS BOSS™ Analysis** is that there is no software to install, purchase, or maintain. The results of the analysis are delivered to the Town in a **MS Power BI Dashboard** and bound in a final report to Town staff.

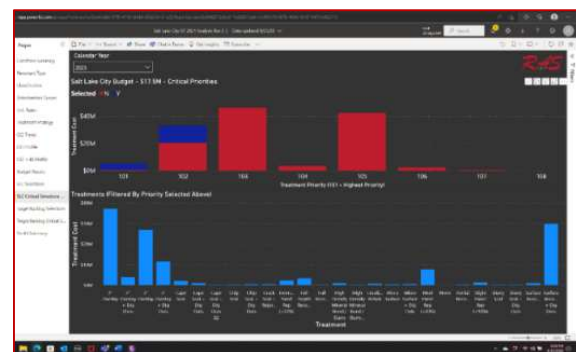
Configuring BOSS™ for Flower Mound

RAS can assist the Town with both inventory and condition assessment to enhance the level of service for its business units. RAS can also assist the Town with determining the right treatment (prescription) at the right time. The RAS team has vast experience in capital planning (decision trees) of these inventoried assets as they are strategically programmed for replacement, refurbishment, or general maintenance.

RAS will utilize its Budget Optimization Street Selector (**BOSS™**) tool to adopt the Town's segment level GIS centerline, run budgetary models, financially optimize the multi-year plan using sound "cost of deferral" constraints, and produce a final maintenance and rehabilitation plan for the Town's review. **BOSS™** is a cloud-based application with powerful pavement management algorithms behind it that export the results of the pavement analysis to a user-friendly interface such as **MS PowerBI** or even a simple **Excel spreadsheet** if desired. All of the results are integrated with the Town's existing GIS and supplied to the Town as a **Personal/File Geodatabase for consumption and storage**. The RAS analysis involves the following sequences and client engagements during the process:



- **Maintenance & Rehabilitation Setup:** to ensure the results of the budget model runs meet the Town's expectations, RAS will discuss the current Maintenance and Rehabilitation plan within the pavement analysis setup. This activity will include a review of Min/Max PCI, Breakpoint PCI, decision trees for treatments, real-world impact to PCI, and reset PCI scores.
- **Deterioration Curves:** forecasting pavement conditions requires a detailed set of pavement deterioration curves for each roadway traffic classification and pavement material type, as designated by the pavement management system.
- **Management Section (Spatial Analysis) Development:** the **BOSS™** analysis includes stitching segments (block) together to form a project, also known as a "management section". RAS will work with Town staff to review the initial model results and begin "stitching" segments together to form logical projects that best meet the needs of the Town. The benefit of utilizing management sections is that the RAS analysis runs the budgetary scenario at the project level, producing real-world rehabilitation plans that are ready for review, modification, or action.
- **Financial Optimization & Prioritization:** RAS' **BOSS™** analysis uses sound engineering and economic logic to prioritize which street candidates are selected throughout the multi-year plan. While most pavement management programs will prioritize by roadway traffic and condition, a **BOSS™** analysis takes it a step further



and introduces **financial optimization into candidate selection through the use of a “Need Year” analysis that identifies each segment’s cost of deferral.** Understanding the “Cost of Segment Deferral” allows the analysis to maximize the Town’s limited funds.

Budgetary Modeling

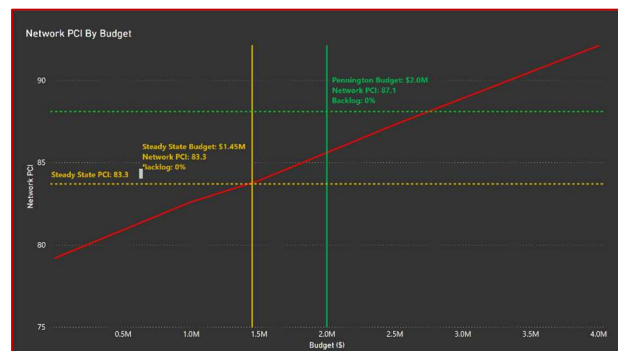
RAS will work with the Town to establish the maintenance and rehabilitation activities, PCI trigger points, costs, reset PCI values, completed rehabilitation work since the survey, planned work, existing budgets, pavement deterioration curve development/assignment, and inflation priorities. RAS will assist Town Staff with determining the right treatment at the right time by reviewing the Town’s existing maintenance and rehabilitation strategies and recommending others that may be a good fit. The scope will include **developing up to 8 multi-year pavement management scenarios** using different philosophies, budget levels, and distributions. While RAS will define the scenarios to be run with Town staff, at a minimum the following questions should be answered with the scenarios:

- **What is the resultant network PCI at my current funding level?**
- **What budget is required to maintain my existing network PCI?**
- **What budget is required to achieve a desired network PCI?**
- **What budget is required to control the growth in backlog?**

RAS will also consult with Town staff to develop models utilizing different types of rehabilitation strategies (worst first, best first, most economic, need year, etc.). RAS understands that getting buy-in from Town Administrators and Elected Officials means developing a long-range rehabilitation plan that considers local priorities. The RAS team will ensure that already approved rehabilitation work is programmed into budgetary models for selection during the run. In addition, RAS will consult with Town staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehab method.

Final Pavement Report & BOSS™ Portal Access

RAS will provide the Town with a Final Pavement Report including study objectives, methodology utilized, project summary, analysis of current pavement management practices, rehabilitation plans, and multi-year budget scenarios. In addition, the Town will receive statistical charts, graphs, and area maps illustrating all PCI results, street segment lengths, pavement type, the overall Town road quality, and findings from the pavement evaluation. In addition, the Town will have access to the hosted MS PowerBI portal with the inventory, scenarios, and graphics/charts.



4. Enhanced Services Scoped

Bronze PMaaS Subscription: Year 2

As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the Town's roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to **BOSS™**. Support activities can include the common tasks identified in the table or even ad-hoc requests such as running a new scenario requested by Town Administration. A standard **12-month PMaaS subscription** is meant to be flexible and provide the Town with immediate access to consulting services that are dedicated to the Town's pavement management program. Hours can

be used for additional training or even the assignment of tasks to the RAS support team such as programming completed work on a monthly basis, assigning tasks (planned work), modifying Management Sections when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques and pavement design.

The PMaaS subscription level corresponds with the level of service updates required by the Town and is listed as **BRONZE, SILVER, GOLD, PLATINUM, or TITANIUM**. These services are entirely optional and not a requirement. They are meant to support an agency's annual analysis update requirements if they lack the internal resources or time to complete them internally.

Pavement Management Service Subscription Support Services	Bronze - Up to 80 Hours
Age Condition Data Review	●
Completed Work Update	●
Planned Work Update	●
Update Unit Rates	●
Refresh Budgets	●
Update Analysis Maps	●
GIS Synchronization	●
Modify Deterioration Curves	
Modify Treatment Strategies	
Update Written Report and Power Bi	
Modify Super Segments	
On-Call Pavement Module Support	
Council Presentation Assistance	
On-Call Professional Services Support	
Adding Street Segment GIS Inventory	
GIS Assistance with Linework	

ROW Asset Inventory and Condition Assessment

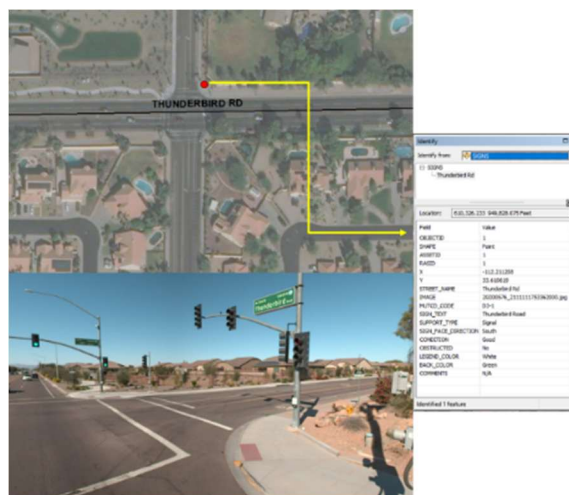
RAS can conduct a ROW asset inventory and condition assessment by processing the HD images in 20-foot intervals along with the downward LCMS data. The imagery would be delivered in .jpeg format, on a hard drive, or associated with a File Geodatabase. RAS can inventory and extract attributes on nearly any asset that can be identified in the images.

Common roadside features for capture include **traffic signs, pavement markings/stripping, curb and gutter, traffic calming devices, traffic signals, streetlights, fire hydrants, bus stop shelters, medians,** and many others.

RAS would use the HD images and post-process data using RAS software to collect attributes for each asset type captured.

For example, **Traffic signs/supports**, which are listed as a point feature, are commonly captured with the following attributes (the final list of attributes will be determined with input from the Town staff): AssetID, X,Y location, sign type (MUTCD code), sign text, photo image link, physical condition rating (good, fair, poor), location, support structure type, sign direction, and comments.

As the RAS ROW asset data is GIS based, the inventory can be imported to 3rd party EAM software for inventory management. A sample data dictionary is provided below.



Pavement Stripping (Linear) Data Dictionary

Feature Class	Attribute	Format	Structure Example	Description
Stripping	AssetID	Integer	100000	Unique GIS identifier for each asset
	Length	Integer	128.59	The measurement in feet from the GIS technician based on the linework
	Street Name	Text	Michigan Ave.	Name of the street the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	Type	Text	Double	The type of stripping e.g. continuous left, double, hash, solid, skip, etc.
	Color	Text	White	The color of stripping e.g. white, yellow, green, etc.
	Condition	Text	Fair	Visual rating of the condition of the asset: 1-Good, 2-Fair, 3-Poor
	Comments	Text	None	Comments generated from GIS technician
Condition Rating Criteria				
1-Good: stripping is visible, not faded				
2-Fair: stripping has minor visual defects with good visibility, beginning to show signs of wear				
3-Poor: stripping has many visual defects with poor visibility, faded or shows heavy wear				

Pavement Markings (Point) Data Dictionary

Feature Class	Attribute	Format	Structure Example	Description
Markings	AssetID	Integer	100000	Unique GIS identifier for each asset
	XY Location	Integer	41.40338, 2.17403	GPS location in decimal degrees
	Street Name	Text	Michigan Ave.	Name of the street the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	Type	Text	LANE	The type of marking e.g. left arrow, ONLY, BIKE, merge right arrow, etc.
	Color	Text	White	The color of marking e.g. white, yellow, green, etc.
	Condition	Text	Fair	Visual rating of the condition of the asset: 1-Good, 2-Fair, 3-Poor
	Comments	Text	Faded Text	Comments generated from GIS technician
Condition Rating Criteria				
1-Good: marking is visible, not faded				
2-Fair: marking has minor visual defects with good visibility, beginning to show signs of wear				
3-Poor: marking has many visual defects with poor visibility, faded or shows heavy wear				

Drainage Ditches/Flumes Data Dictionary

Feature Class	Attribute	Format	Structure Example	Description
Ditches	AssetID	Integer	100000	Unique GIS identifier for each sign
	Street Name	Text	Michigan Ave.	Name of the street the asset is located on
	Photo Image Link	Text	Hyperlink	Link to the imagery (provided via external hard drive)
	Type	Integer	3	The classification of drainage facility: 1-Grass, 2-Concrete, 3-Other
	Length	Integer	128.59	The measurement in feet from the GIS technician based on the linework
	Comments	Text	Misc.	Comments generated from GIS technician
** Note: Each of these there assets are separate features and have individual pricing				

5. Optional Services

Off-Roadway Trails and Bike Path Inventory

Mobile Asset Data Collection: TrailBlazer Unit



For trails and paths not located within the roadway right-of-way, RAS can mobilize our TrailBlazer lightweight data collection unit to collect accurate GPS-tied imagery for the right-of-way asset inventory services. The TrailBlazer unit can be utilized as a part of an enhanced attribute survey to ensure all required attributes are collected and inventoried. The e-bike is fitted with a mapping interface, GPS, and HD cameras for asset extraction and data collection. A trails/bike paths inventory is delivered as a GIS file geodatabase and

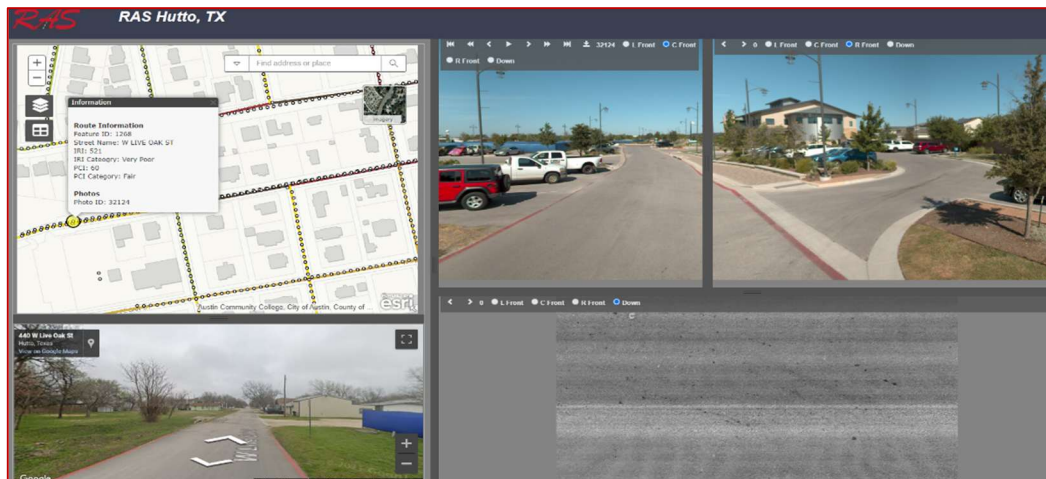
Excel. Enhancements can include condition ratings or a PCI for each segment. RAS also has a hosted MS PowerBI portal for sidewalks, trails, and other pedestrian paths available.

RAS Videologger (Optional)

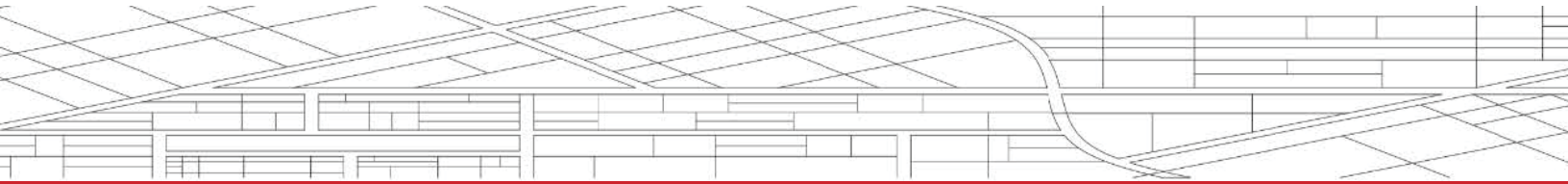
RAS can provide the Town with the RAS Videologger which is a web hosted full-service image viewer that allows our clients to select a section of roadway from the GIS-based map to visually display the inventory elements and the results of their survey. The viewer is hosted on a reliable web platform such as Amazon Web Services (AWS). The RAS Videologger allows the Town to load pavement and ROW imagery for a specific location within the Town and sequentially travel down the roadway. If needed within the Videologger, the Town can load high-resolution images to provide more detailed site investigation while displaying PCI and IRI data for the selected section. In addition, the Videologger **houses the HD ROW imagery, LCMS downward pavement imagery**, PCI scores, and right of way inventories.

Following the surveys, all **LCMS-2 camera imagery** will be loaded to the videologger with each image resulting in 1 mm-pixel resolution and horizontal resolution of 4,000 pixels. The benefit of having the LCMS imagery on the same platform as the ROW asset imagery is the ability to use the forward-facing camera to see what a typical driver would see from a windshield while comparing it against the downward LCMS laser array that focuses only on

the



pavement surface itself.



Attachment B: Fee Structure

Attachment B: Fee Structure

Below you will find a summary of the budget scenario associated with the services discussed during our meeting for the Town's pavement management needs. This proposal includes RAS performing pavement condition surveys on approximately 424 test miles, with one pass conducted on local roads and two pass testing on arterial and collector roadways. In addition, RAS will perform a financially optimized pavement analysis that includes full customization of the BOSS™ pavement management system with the delivery of a final report and PowerBI portal hosted by RAS. ***The cost proposal rates are from RAS' discounted rates available via the HGACBuy cooperative contract.***

Town of Flower Mound, TX Pavement Management Program Update				
Task	Description	Units	Unit Cost	Fee
	Base Services			
1	Project Initiation and Administration	1	\$2,430.00	\$2,430.00
2	GIS Centerline Identification & GPS Network Creation	1	\$2,475.00	\$2,475.00
3	Field Setup & Mobilization	1	\$5,500.00	\$5,500.00
4	Collect Paved Road Network [Units=Test Miles]	424	\$112.00	\$47,488.00
5	Modified ASTM D6433 [PCI] RoadTRIP™ AI with 100% Rating [Units=Test Miles]	424	\$50.00	\$21,200.00
6	Virtual RAS Data Reviews	1	\$2,025.00	\$2,025.00
7	Pavement Width Verifications [Units=Lane Miles]	740	\$10.00	\$7,400.00
Alt-13	Management Section Spatial Optimization [Units=Lane Miles]	740	\$7.00	\$5,180.00
Data-5	BOSS™ Pavement Analysis & Multi-Year Plan [Includes Report]	1	\$25,000.00	\$25,000.00
ROW-7	Pavement Markings [Point] Inventory	212	\$36.00	\$7,632.00
ROW-8	Pavement Striping [Linear] Inventory	212	\$45.00	\$9,540.00
Opt-1	Ditches Inventory: Estimate of 60% of the Network [Units=Lane Miles]	444	\$63.00	\$27,972.00
Data-4	Budget Optimization Street Selector BOSS™ PowerBI Portal [Annual Fee; Year 2]	1	\$1,000.00	\$1,000.00
Data-6	BOSS™ Annual PMaaS Client Service Package - Bronze Level [Year 2]	1	\$20,250.00	\$20,250.00
Project Total:				\$185,092.00

¹ Test Mileage: Major and Collector roads will be surveyed in 2-passes. Residentials are to be surveyed in a single direction.

² Lane Mileage: Represents double the centerline miles; complete 2-pass coverage.

³ Task Data-4 and Data-6 are for the second year of RAS consulting Pavement Management as a Service (PMaaS)

Mileage Assumptions

Mileage totals for ROW asset inventories (Pavement Markings, Pavement Stripings, Ditches) was calculated from information provided by the City.

Optional Services

This fee schedule includes additional services that RAS regularly provides to our clients. Should the Town be interested in conducting an inventory and assessment of trails/paths located off of the roadway, RAS will need to receive GIS or locations to calculate the survey mileage and refine the data dictionary for attribution and cost proposal to reflect the effort.

Task	Optional Services	Units	Unit Cost	Fee
Alt-6	Onsite RAS Data Reviews	1	\$3,420.00	\$3,420.00
Alt-9	RAS Storage of Pavement & ROW Imagery [<500 Test Miles] (Annual Fee)	1	\$1,350.00	\$1,350.00
Data-14	RAS Videologger Configuration & Deployment	1	\$8,500.00	\$8,500.00
Data-15	RAS Videologger Hosting [Pop. < 100,000] [Annual Fee]	1	\$1,500.00	\$1,500.00
ROW-1	Sign & Support Inventory	740	\$67.50	\$49,950.00
ROW-2	Signs, Nighttime Retroreflectivity, visual assessment	740	\$99.00	\$73,260.00
ROW-3	Curb and Gutter Inventory	740	\$67.50	\$49,950.00
ROW-4	Sidewalks Inventory	740	\$45.00	\$33,300.00
ROW-5	Sidewalk Obstructions	740	\$31.50	\$23,310.00
ROW-6	Pedestrian Curb Ramps Inventory	740	\$40.50	\$29,970.00
ROW-9	Street Lights Inventory	740	\$31.50	\$23,310.00
ROW-10	Guardrails Inventory	740	\$27.00	\$19,980.00
ROW-11	Bike Lanes and Bike Lane Hazards Inventory	740	\$27.00	\$19,980.00
ROW-12	Bikeway Bollards Inventory	740	\$22.50	\$16,650.00
ROW-13	Medians Inventory	740	\$63.00	\$46,620.00
ROW-14	Traffic Calming Devices Inventory	740	\$31.50	\$23,310.00
ROW-15	Signals Inventory	740	\$31.50	\$23,310.00
ROW-16	Inlets Inventory	740	\$31.50	\$23,310.00
ROW-17	Fire Hydrants Inventory	740	\$27.00	\$19,980.00
ROW-18	Manholes Inventory	740	\$27.00	\$19,980.00
ROW-19	Water Valves Inventory	740	\$27.00	\$19,980.00
ROW-34	Trail and bike path Inventory (From RAC Imagery along ROW only)	740	\$63.00	\$46,620.00

Ensuing years (the current scope includes the initial survey and analysis, and a second years of the Bronze PMaaS package) of RAS supporting the Town's pavement management program vis annual analysis PMaaS subscriptions have been included in the table below.

Task	Annual BOSS™ PMaaS Subscription	Units	Unit Cost	Fee
Data-6	BOSS™ Annual PMaaS Client Service Package - Bronze Level	1	\$20,250	\$20,250
Data-7	BOSS™ Annual PMaaS Client Service Package - Silver Level	1	\$27,000	\$27,000
Data-8	BOSS™ Annual PMaaS Client Service Package - Gold Level	1	\$36,000	\$36,000
Data-9	BOSS™ Annual PMaaS Client Service Package - Platinum Level	1	\$49,500	\$49,500
Data-10	BOSS™ Annual PMaaS Client Service Package - Titanium Level	1	\$63,000	\$63,000



TOWN COUNCIL AGENDA I.10. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC and , through the City of Midlothian Bid#2025-28 (TOFM Contract# 2026-39-I) in the amount of \$120,000.00 annually and authorization for the Mayor to approve same on behalf of the Town.**

BACKGROUND: To provide effective life-saving services, the Fire and Emergency Services Department needs an adequate, reliable source of emergency medical supplies. Bound Tree Medical, LLC has provided medical supplies and pharmaceuticals to the Town through the Midlothian Bid No. 2020-28 (TOFM Contract #2022-8-I). This agreement expired in 2025 and has been renewed under Bid No. 2025-28 (TOFM Contract #2026-39-I) for 3 (three) years. Under this agreement, Bound Tree will be the primary vendor with the option to purchase from Life-Assist, Inc as a secondary source. These medical supplies are to stock the Department's medics and paramedic engines and are necessary to ensure a comprehensive response to medical emergencies. This is an annual expenditure with an estimated expenditure of \$360,000.00 over the life of the contract.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$120,000.00

Proposed Expenditure/(Revenue)
\$120,000.00

Account Number(s):
100-660-61000-2090

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bound Tree Contract w Exhibits
2. Life Assist Contract w Exhibits

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

STATE OF TEXAS §
 § **AGREEMENT FOR EMS FIRE**
 § **DEPARTMENT MEDICAL SUPPLIES**
COUNTY OF ELLIS §

This Agreement for EMS Fire Department Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

- (a) This Agreement;
- (b) City's Request for Bid Solicitation for Purchase of a 2025-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
- (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Article IV Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF

THE CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
215 N. 8th St
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, CEO
5000 Bradenton Ave
Dublin, OH 43017
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

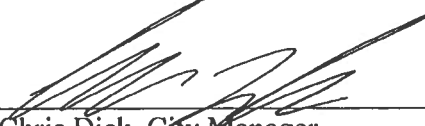
11.16 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

(signature page to follow)

EXECUTED this 19th day of December, 2025.

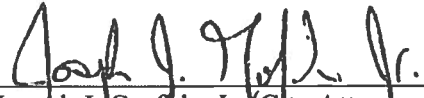
City of Midlothian, Texas

By:


Chris Dick, City Manager

Approved as to form:

By:


Joseph J. Gorfida, Jr., City Attorney
(12-17-2025: FINAL 4915-6908-5570, v. 1)

EXECUTED this 22nd day of December, 2025.

Bound Tree Medical, LLC

By:

Name: Rob Meriweather

Title: President

EXHIBIT "A"
City's Bid



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2025-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us/bids.aspx
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8th St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at nery.pena@midlothian.tx.us prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25
10-26-25



Strong Foundations. Bright Futures.

BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES
BID NUMBER: 2025-28 PRE-BID MEETING: N/A
BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM
LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

All participating cities will provide a list of authorized persons and authorized delivery destinations.
The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	_____	_____
(2) Secure on-line ordering?	_____	_____
(3) Vendors web site offers real-time indicators of product availability.	_____	_____
(4) Local sales representation within 50 miles?	_____	_____
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	_____	_____
(6) Sales representative is able to provide training for products offered?	_____	_____
(7) Sales representative must be available for routine visits?	_____	_____
(8) Ability to requisition to a central purchaser via internet?	_____	_____
(9) Ability to track product usage and cost for each requisitioning agency?	_____	_____
(10) Ability to ship to multiple delivery destinations?	_____	_____
(11) Ability to deliver within 48 hours with no additional charges?	_____	_____
(12) Ability to track up to 24 months of purchase history (monthly)?	_____	_____
(13) Can additional cities purchase “off” this contract?	_____	_____
(14) Ability to produce quarterly consumption reports?	_____	_____
(15) Local warehouse (within 50 miles of Midlothian)?	_____	_____
(16) Ability to pick up ordered supplies at a regional warehouse?	_____	_____
(17) Multiple distribution centers through the country?	_____	_____
(18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)	_____	_____

Bidder Must Fill In & Sign
Name of Firm, Company

Agent’s Name

Agent’s Title

Mailing Address

City State Zip

Telephone

Fax No.

Email address:

AUTHORIZED SIGNATURE

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings
per year in Austin. _____

(20) Price increases are considered on a _____ (monthly, quarterly, annual) basis only.
Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid. _____

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon
between the City of Midlothian and the winning vendor.

BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

EMS FIRE DEPT.
MEDICAL SUPPLIES
BID NUMBER: 2025-28

SPECIFICATIONS (MINIMUM):

SCOPE: The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

QUANTITIES: Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

AUDIT: Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE: The City of Midlothian's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

TERM OF CONTRACT AND OPTION TO EXTEND: The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

CONTRACT TERMINATION: The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

INSURANCE AND BONDS: The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of

statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

BID DELIVERY: The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

HB 1295 FORM: At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>.

Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

PROHIBITION OF BOYCOTT ISRAEL: By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

PROHIBITION OF BOYCOTT OF ENERGY COMPANIES: By submission of this RFP response, the Respondent verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE

ASSOCIATIONS: By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2025-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8th St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2025-28 CONDITIONS OF BIDDING

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - a) Have adequate financial resources required, or the ability to obtain such resources as required;
 - b) Be able to comply with the required or proposed delivery schedule;
 - c) Have a satisfactory record of performance;
 - d) Have a satisfactory record of integrity and ethics;
 - e) Be otherwise qualified and eligible to receive an award;
 - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
 - 1.) Is your principle place of business in the State of Texas? YES _____ NO _____
 - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
 - a.) In which state is your principal place of business located? _____
 - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO _____
 - c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 - a) Meet delivery schedules.
 - b) Perform in accordance with these specifications and/or
 - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
 - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
 - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

Bidders who are able to provide the following services will be looked favorably upon.

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.

Yes _____ No _____

2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCapIt) manufactured by the U-Select-It-Corporation or a comparable device?

Yes _____ No _____

3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?

Yes _____ No _____

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes _____ No _____

5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes _____ No _____

Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
PHYSICAL ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
REMITTANCE ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
PAYMENT TERMS DISCOUNT:	
COMPANY TAX ID#:	

**FOR MINORITY AND/OR WOMAN
OWNED BUSINESS ENTERPRISES**
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

INDICATE ALL THAT APPLY

_____ Minority Owned Business Enterprise

_____ Woman Owned Business Enterprise

**CITY OF MIDLOTHIAN
PURCHASING DEPARTMENT**

NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF MIDLOTHIAN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.



**EXHIBIT "B"**  
**Contractor's Response to City's Bid**



# Bound Tree

CITY OF MIDLOTHIAN  
PURCHASING DEPARTMENT

MEDICAL SUPPLIES

RFP NO. 2025-28

DUE – NOVEMBER 11, 2025, 11:00AM



November 11, 2025

City of Midlothian  
Purchasing Office  
215 N. 8<sup>th</sup> St  
Midlothian, TX 76065

To Whom it May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the City of Midlothian Medical Supplies Bid No. 2025-28. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

**Bid Proposal**

- Bid General Provisions & Specifications
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Item Numbers & Descriptions

**About Bound Tree Medical**

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- Price Adjustments Due to Tariffs
- BTM Price Increase Policy
- Bound Tree Certificates of Insurance
- Bound Tree W-9

**Solutions and Services**

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Bound Tree Subscriptions
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Greg Wolf**  
Account Manager  
817.658.4168  
[greg.wolf@boundtree.com](mailto:greg.wolf@boundtree.com)

**Heather Legg**  
Pricing Analyst, Bids & Contracts  
614.760.5179  
[heather.legg@boundtree.com](mailto:heather.legg@boundtree.com)

### WHY BOUND TREE MEDICAL?

Bound Tree recognizes and understands the challenges that City of Midlothian is facing today and believe we can provide solutions and services to help mitigate and solve many of them. We will offer you 100% of our resources and abilities. We believe that there is no other company that can offer the same combination of competitive pricing, exceptional customer service, online ordering, disaster preparedness, inventory solutions, reporting, and exceptional fill rates as Bound Tree. As a trusted Partner in EMS for 45 years, we've made it our mission to help you save minutes and save lives. We strive to understand your unique needs and provide you with the right products, services, and support.

### THE RIGHT PRODUCTS

Curaplex® by Bound Tree – Aside from offering national, well-known brands, Bound Tree's Curaplex portfolio of products is an advantage to your business, providing what you need when it comes to product availability, price, selection and quality on the items you use the most. Curaplex® is designed for customers who want the best value but aren't willing to compromise on quality and patient care.

Pharmaceuticals – Bound Tree sells a full line of EMS pharmaceuticals including Class II, III, and IV scheduled drugs. As a leader in the industry, we have VAWD accreditation from the National Association of Boards of Pharmacy and are compliant with FDA Pedigree requirements as set forth by the Drug Supply Chain Security Act. We also provide weekly pharmaceutical backorder reports with up-to-date industry information.

Recertified Equipment – Bound Tree's offers recertified AEDs, defibrillators, ECG monitors, infusion pumps, pulse oximeters, suction units, ventilators, and vital sign monitors from leading manufacturers. Our highly trained biomedical technicians painstakingly recertify all critical care equipment to ensure a quality product at a savings up to 50% of new equipment. This will be beneficial when you need service on your IV pumps or if you find the need for additional ones.

### THE RIGHT SERVICES

Operative IQ Inventory Management – Operative IQ improves productivity by connecting the functional areas of your operation. It allows people to share information, reduce labor hours and material costs, improve service levels and communication, and make informed business decisions.

UCapIt Controlled Medical Supply Dispensing – UCapIt allows EMS, Pharmaceutical and other medical professionals the ability to restock their units 24/7 and have real-time usage and inventory tracking. Annual savings using the UCapIt dispenser have been realized up to 30% related to shrink, expiration management and overhead.

Controlled Substances Ordering System – The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. This allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.

### THE RIGHT SUPPORT

**Sales Support Team** – City of Midlothian has a dedicated Account Manager, who along with being readily available, will provide quarterly business reviews to maintain performance, maximize results and adjust to any changing needs and requirements City of Midlothian may have. Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer-term backorders.

**Bound Tree University** – Our Bound Tree EDU provides 5 Free CE accredited courses, to help drive employee retention and on-going training. With 150+ hours of recorded classes available on-demand and live classes five days a week, it meets all of the requirements for NREMT, State license, CFRN, and now FP-C and CCP-C as well (meets w requirements for full renewal).

### THE RIGHT INFRASTRUCTURE

**BoundTree.com** – The Bound Tree website offers convenient 24/7/365 access to product information and ordering, supply lists, order history, electronic requisitions, and email notifications. We also offer Electronic Data Interchange (EDI) compatibility.

**Nationwide Distribution** – For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide. Ninety-six percent of all our customers can be reached using UPS Ground within 2 business days.

**Medical Device Kitting** – Bound Tree operates an FDA approved medical device kitting facility. Curaplex® pre-assembled kits solve a variety of your everyday challenges, so you spend less time worrying about the details and more time focusing on patient care. Curaplex® kits give you the ability to respond quickly to emergency scenarios by providing immediate access to the supplies you need. Custom Kitting solutions are also available.

**Disaster Support** – Call Bound Tree's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts. Our Disaster Response Team was activated several times during the recent hurricanes helping to supply relief efforts.

**Bound Tree Medical, LLC – A Limited Liability Corporation**

Fed ID # 31-1739487  
Dubs and Bradstreet # 070556204

**Mailing & Physical Address:**

5000 Bradenton Ave.  
Dublin, Ohio 43017-3520

**Payment Address:**

23537 Network Place  
Chicago, Illinois 60673-1235

**Primary Point of Contact:**

Greg Wolf  
Mobile: 817.658.4168  
Direct: 817.658.4168  
Email: [greg.wolf@Boundtree.com](mailto:greg.wolf@Boundtree.com)

**Contract Clarification Requests:**

Heather Legg – Pricing Analyst, Bids & Contracts  
Phone: 614-760-5179  
Email: [heather.legg@Boundtree.com](mailto:heather.legg@Boundtree.com)

**Bound Tree Medical Principals:**

Rob Meriweather – President  
Brian LaDuke – CEO  
Darrell Hughes –Secretary  
Shawn Saylor – Treasurer

**Additional Contact Information:**

Main Phone: 800.533.0523  
Main Fax: 877.311.2437  
Customer Service – [CustomerService@Boundtree.com](mailto:CustomerService@Boundtree.com)  
Bids & Contracts – [SubmitBids@Boundtree.com](mailto:SubmitBids@Boundtree.com)

**ADDENDUM #1**  
**2025-28**

**EMS Medical Supplies**

The following clarifications were requested regarding the captioned RFP. The replies are in red.

- Bid asks for a total of each section however does not give a quantity to multiply the bid price against- how are we to provide totals?

*On the quantity columns, please indicate how many are in your box/case. The totals at the bottom will be for 1 each/box/case.*

- Is DocuSign an acceptable form of signature?

*Yes*

- Just to be clear, you will accept price increases anytime during the 5 years with a 30-day notice if we receive an increase on an item?

*Timeframes for price changes are a part of your bid. Page 3 #20 Page 9 #7*

- During this time of uncertainty, we are experiencing unexpected increases across all product categories from all manufacturers they will not all provide documentation or notification of these increases, are we allowed to present the changes increase/decrease as we receive them with the 30-day notice without the documentation if we do not have it?

*Proof of increase is required.*

- For products listed as NO Substitution- and the listed Manufacturer is Curaplex, can we provide our equivalent product? Curaplex is a private label for BoundTree Medical, if we cannot provide our equivalent product this would be a sole source bid item and they should be removed from the bid or allow for other bidders to bid the equal item for the bid to be considered fair and impartial. Will you remove the NO Substitution from these line items?

*In regard to the Curaplex question. Several items are sole source from Curaplex that we presently use. It would be detrimental and cost prohibitive to change up some of these and start using another brand. I will highlight the ones that are an absolute that as a department, we cannot start over on. These are all in Red. The ones in yellow, they can bid as equivalent. I would want samples of their items in Yellow to see if they are equivalent to what we are using now. Per KC*

- Upon review, if there are bid terms and conditions the Vendor may not be able to agree to, will the City allow the Vendor to include clarifications or exceptions as part of its bid submission?

*Yes, but this will be considered when "Best Value" for City is determined.*

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us



- Are these lines duplicates? If not, what are the manufacturer item numbers for each line?

|     |                                                                    |
|-----|--------------------------------------------------------------------|
| 133 | Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings |
| 134 | Extrication Collar, Ambu Perfit ACE, Child, Adjustable             |

These duplicates have been removed.

- We need clarification on the lines below. The BTM item numbers listed are no longer valid and Medical Devices Intl no longer makes the Econo-Vac. Are you looking for Faspilts made by Hartwell? If so, these lines will need to be updated with the correct item numbers.

|                                                          |
|----------------------------------------------------------|
| FastSplint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only |
| FastSplint Vacuum Medium (EMS Econo-Vac) Arm only        |
| FastSplint Vacuum Small (EMS Econo-Vac) Leg Only         |

135-137 can be Hartwell.

- This is available in multiple sizes. Which size are you requesting?

|     |                     |
|-----|---------------------|
| 161 | SAM Pelvic Sling II |
|-----|---------------------|

Medium has been added to Description.

- It appears these lines cutoff the complete description. We need the manufacturer item# for these.

|     |                                                                                                       |
|-----|-------------------------------------------------------------------------------------------------------|
| 173 | Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or |
| 194 | Isolation kit, Incl impermeable gown, gloves, biohazard bag, mask w/shield, shoe covers, cap, disp    |

These should be the branded version of their kit that has the items listed in the description.

- This line is marked NO SUB, but I am unable to locate this size. Please provide the Becton Dickison item#

|     |                                                                               |
|-----|-------------------------------------------------------------------------------|
| 239 | Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle |
|-----|-------------------------------------------------------------------------------|

239 is a typo. Should be 23 ga needle. BD SKU: 303307. Correction made on bid sheet.

- We need to know the manufacturer item# for these lines.

|     |                                 |
|-----|---------------------------------|
| 275 | NIBP Cuff-Reusable, Adult       |
| 276 | NIBP Cuff-Reusable, Child       |
| 277 | NIBP Cuff-Reusable, Infant      |
| 278 | NIBP Cuff-Reusable, Large Adult |
| 279 | NIBP Cuff-Reusable, Small Adult |

Added Bayonet Connector to Description

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- These lines are marked NO SUB but the Part Numbers provided are no longer available. Will you remove the NO SUB so we can bid a comparable product?

|     |                                                                                       |
|-----|---------------------------------------------------------------------------------------|
| 291 | SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BX |
| 292 | SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX           |

These are the standard capnoline parts from Stryker. We are working off the parts number list provided. These need to be the Stryker/Microstream. These are not to be generic but the Stryker/Microstream part. If generics are quoted, they should be listed on the bottom of the bid or under vendor comments.

- Is it possible to have usage for the line items listed in the bid?  
We do not have this information.
- I see that the questions are not due until 11/6 and the bid is due 11/11 at 11am. In order to meet the deadline, we would need to send the bid out on 11/7. Will there be an addendum answering the questions submitted prior to 11/7 or will the due date be extended to allow for time for us to complete the bid?

Addendum 1 posting 11/03/25. It is unable to tell if an additional addendum will be required. At this time, an extension being added to the due date of the bid is not expected.

Additional change, on line 453, the Laerdal and non-substitution has been removed on the lubricating jelly.

**REVISED BID SHEET INCLUDED WITH THIS ADDENDUM. BE SURE TO USE THE AMENDED BID SHEET WITH YOUR RESPONSE.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:      AUTHORIZED REPRESENTATIVE**

Bound Tree Medical, LLC  
5000 Bradenton Ave.  
Dublin, OH 43017

Signature   
Name Rob Meriweather  
Title President, EP  
Tel. No. 800-533-0523

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us



Strong Foundations. Bright Futures.

**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2025-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us/bids.aspx](http://www.midlothian.tx.us/bids.aspx)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8<sup>th</sup> St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at [nery.pena@midlothian.tx.us](mailto:nery.pena@midlothian.tx.us) prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25  
10-26-25



**Strong Foundations. Bright Futures.**

**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**

**BID NUMBER: 2025-28 PRE-BID MEETING: N/A**

**BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM**

**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

**Bidder Must Fill In & Sign**

Name of Firm, Company

**Agent's Name**

Bound Tree Medical, LLC

**Agent's Title**

President, EP

**Mailing Address**

5000 Bradenton Ave.

**City**

Dublin,

**State**

Ohio

**Zip**

43017

**Telephone**

800-533-0523

**Fax No.**

877-311-2437

**Email address:**

submitbids@boundtree.com

**AUTHORIZED SIGNATURE**

All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

|                                                                                                                  | YES          | NO            |
|------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| (1) Ability to order from a template over the internet?                                                          | <u>  x  </u> | <u>      </u> |
| (2) Secure on-line ordering?                                                                                     | <u>  x  </u> | <u>      </u> |
| (3) Vendors web site offers real-time indicators of product availability.                                        | <u>  x  </u> | <u>      </u> |
| (4) Local sales representation within 50 miles?                                                                  | <u>  x  </u> | <u>      </u> |
| (5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine? | <u>  x  </u> | <u>      </u> |
| (6) Sales representative is able to provide training for products offered?                                       | <u>  x  </u> | <u>      </u> |
| (7) Sales representative must be available for routine visits?                                                   | <u>  x  </u> | <u>      </u> |
| (8) Ability to requisition to a central purchaser via internet?                                                  | <u>  x  </u> | <u>      </u> |
| (9) Ability to track product usage and cost for each requisitioning agency?                                      | <u>  x  </u> | <u>      </u> |
| (10) Ability to ship to multiple delivery destinations?                                                          | <u>  x  </u> | <u>      </u> |
| (11) Ability to deliver within 48 hours with no additional charges?                                              | <u>  x  </u> | <u>      </u> |
| (12) Ability to track up to 24 months of purchase history (monthly)?                                             | <u>  x  </u> | <u>      </u> |
| (13) Can additional cities purchase "off" this contract?                                                         | <u>  x  </u> | <u>      </u> |
| (14) Ability to produce quarterly consumption reports?                                                           | <u>  x  </u> | <u>      </u> |
| (15) Local warehouse (within 50 miles of Midlothian)?                                                            | <u>  x  </u> | <u>      </u> |
| (16) Ability to pick up ordered supplies at a regional warehouse?                                                | <u>  x  </u> | <u>      </u> |
| (17) Multiple distribution centers through the country?                                                          | <u>  x  </u> | <u>      </u> |
| (18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)    | <u>  x  </u> | <u>      </u> |

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings  
per year in Austin.

  x  

(20) Price increases are considered on a   annual   (monthly, quarterly, annual) basis only.

Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid.   Included in response  

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

### **BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET**

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

## SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.**

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of



statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. <https://www.ethics.state.tx.us/whatsnew/elfinfo/form1295.htm>.

Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

**PROHIBITION OF BOYCOTT ISRAEL:** By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By submission of this RFP response, the Respondent verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE**

**ASSOCIATIONS:** By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.



**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8<sup>th</sup> St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 CONDITIONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able to comply with the required or proposed delivery schedule;
  - c) Have a satisfactory record of performance;
  - d) Have a satisfactory record of integrity and ethics;
  - e) Be otherwise qualified and eligible to receive an award;
  - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
  - 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO x
  - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
    - a.) In which state is your principal place of business located? Ohio
    - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO x
    - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_



The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - a) Meet delivery schedules.
  - b) Perform in accordance with these specifications and/or
  - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
  - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
  - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.  
Yes   x   No
2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?  
Yes   x   No
3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?  
Yes   x   No
4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?  
Yes   x   No
5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?  
Yes   x   No

Provide a copy of this program if available.

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Baltimore City Fire Department

Address: 3500 West Northern Parkway Baltimore, MD 21215

Contact Person: Jerami Bennett, Lieutenant

Telephone: ( 410 ) 396-2718

Email: jerami.bennett@baltimorecity.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Columbus Division of Fire

Address: 2028 Williams Rd Columbus, OH 43207

Contact Person: Jessica Barnhart, Medical Supply Specialist

Telephone: ( 614 ) 616-4699

Email: jbarnhart@columbus.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Tampa Fire Department

Address: 808 East Zack Street Tampa, FL 33602

Contact Person: Barbara Tripp, Fire Chief

Telephone: ( 352 ) 406-2573

Email: barbara.tripp@tampagov.net

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

## SUPPLIER INFORMATION FORM

|                                      |                                                 |
|--------------------------------------|-------------------------------------------------|
| <b>COMPANY'S FULL BUSINESS NAME:</b> | Bound Tree Medical, LLC                         |
|                                      |                                                 |
|                                      |                                                 |
| <b>PHYSICAL ADDRESS:</b>             | 5000 Bradenton Ave.                             |
|                                      | Dublin, OH 43017                                |
|                                      |                                                 |
|                                      |                                                 |
| <b>PHONE #:</b>                      | 800-533-0523                                    |
| <b>FAX #:</b>                        | 877-311-2437                                    |
| <b>CONTACT PERSON:</b>               | Greg Wolf, Account Manager                      |
| <b>PHONE #:</b>                      | 817-658-4168                                    |
|                                      |                                                 |
| <b>REMITTANCE ADDRESS:</b>           | Bound Tree Medical, LLC                         |
|                                      | 23537 Network Pl.                               |
|                                      | Chicago, IL 60673-1235                          |
|                                      |                                                 |
|                                      |                                                 |
| <b>PHONE #:</b>                      | 800-533-0523                                    |
| <b>FAX #:</b>                        | 877-311-2437                                    |
| <b>CONTACT PERSON:</b>               | Heather Legg, Pricing Analyst, Bids & Contracts |
| <b>PHONE #:</b>                      | 800-533-0523 x5179                              |
|                                      |                                                 |
| <b>PAYMENT TERMS DISCOUNT:</b>       | 0 Net / 30 Days                                 |
|                                      |                                                 |
| <b>COMPANY TAX ID#:</b>              | 31-1739487                                      |
|                                      |                                                 |



STATE OF TEXAS           §  
                                     §       **AGREEMENT FOR EMS FIRE**  
                                     §       **DEPARTMENT MEDICAL SUPPLIES**  
COUNTY OF ELLIS       §

This Agreement for EMS Fire Department Medical Supplies (“Agreement”) is made by and between the City of Midlothian, Texas (“City”) and Life-Assist, Inc. (“Supplier”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference (the “Services”), and in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

The Term of this Agreement shall commence upon Contractor’s receipt of the City’s Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

**Article II**  
**Contract Documents**

2.1. This Agreement consists of the following items:

- (a) This Agreement;
- (b) City’s Request for Bid Solicitation for Purchase of a 2025-28 EMS Fire Dept. Medical Supplies RFP (“City’s Bid”) (attached as Exhibit “A”); and
- (c) Supplier’s Response to City’s Bid (attached as Exhibit “B”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

**Article III**

### **Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

### **Article IV Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

### **Article VI Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VII Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

## **Article VIII Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

## **Article IX Termination**

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

## **Article X Indemnification**

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF**

THE CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **Article XI Miscellaneous**

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas  
Attn: Chris Dick  
City Manager  
215 N. 8<sup>th</sup> St  
Midlothian, Texas 76065  
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols | Jackson, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Supplier:

Life-Assist, Inc.  
Attn: Chris Nelson, Contracts Assistant Manager  
11277 Sunrise Park Dr  
Rancho Cordova, CA 95742  
Phone: (800) 824-6016

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

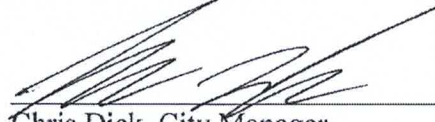
11.16 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

*(signature page to follow)*

EXECUTED this 19<sup>th</sup> day of December, 2025.

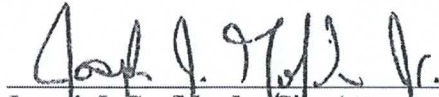
City of Midlothian, Texas

By:

  
Chris Dick, City Manager

Approved as to form:

By:

  
Joseph J. Gorfida, Jr., City Attorney  
(12-17-2025: FINAL 4915-6908-5570, v. 1)

EXECUTED this 22<sup>nd</sup> day of December, 2025.

Life-Assist, Inc.

By:

Name:

Title:

  
Jennifer Do

Pricing Specialist II

**EXHIBIT "A"**  
**City's Bid**





**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2025-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us/bids.aspx](http://www.midlothian.tx.us/bids.aspx)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8<sup>th</sup> St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at [nery.pena@midlothian.tx.us](mailto:nery.pena@midlothian.tx.us) prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25  
10-26-25



Strong Foundations. Bright Futures.

**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28      PRE-BID MEETING: N/A**  
**BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

All participating cities will provide a list of authorized persons and authorized delivery destinations.  
The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

|                                                                                                                  | YES   | NO    |
|------------------------------------------------------------------------------------------------------------------|-------|-------|
| (1) Ability to order from a template over the internet?                                                          | _____ | _____ |
| (2) Secure on-line ordering?                                                                                     | _____ | _____ |
| (3) Vendors web site offers real-time indicators of product availability.                                        | _____ | _____ |
| (4) Local sales representation within 50 miles?                                                                  | _____ | _____ |
| (5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine? | _____ | _____ |
| (6) Sales representative is able to provide training for products offered?                                       | _____ | _____ |
| (7) Sales representative must be available for routine visits?                                                   | _____ | _____ |
| (8) Ability to requisition to a central purchaser via internet?                                                  | _____ | _____ |
| (9) Ability to track product usage and cost for each requisitioning agency?                                      | _____ | _____ |
| (10) Ability to ship to multiple delivery destinations?                                                          | _____ | _____ |
| (11) Ability to deliver within 48 hours with no additional charges?                                              | _____ | _____ |
| (12) Ability to track up to 24 months of purchase history (monthly)?                                             | _____ | _____ |
| (13) Can additional cities purchase “off” this contract?                                                         | _____ | _____ |
| (14) Ability to produce quarterly consumption reports?                                                           | _____ | _____ |
| (15) Local warehouse (within 50 miles of Midlothian)?                                                            | _____ | _____ |
| (16) Ability to pick up ordered supplies at a regional warehouse?                                                | _____ | _____ |
| (17) Multiple distribution centers through the country?                                                          | _____ | _____ |
| (18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)    | _____ | _____ |

**Bidder Must Fill In & Sign**  
Name of Firm, Company

Agent’s Name

Agent’s Title

Mailing Address

City State Zip

Telephone

Fax No.

Email address:

**AUTHORIZED SIGNATURE**

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings  
per year in Austin. \_\_\_\_\_

(20) Price increases are considered on a \_\_\_\_\_ (monthly, quarterly, annual) basis only.  
Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid. \_\_\_\_\_

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon  
between the City of Midlothian and the winning vendor.

### **BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET**

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

## SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of

statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.



**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>.

Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

**PROHIBITION OF BOYCOTT ISRAEL:** By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By submission of this RFP response, the Respondent verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE**

**ASSOCIATIONS:** By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8<sup>th</sup> St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.



**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 CONDITIONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able to comply with the required or proposed delivery schedule;
  - c) Have a satisfactory record of performance;
  - d) Have a satisfactory record of integrity and ethics;
  - e) Be otherwise qualified and eligible to receive an award;
  - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
  - 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO \_\_\_\_\_
  - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
    - a.) In which state is your principal place of business located? \_\_\_\_\_
    - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO \_\_\_\_\_
    - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - a) Meet delivery schedules.
  - b) Perform in accordance with these specifications and/or
  - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
  - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
  - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCapIt) manufactured by the U-Select-It-Corporation or a comparable device?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Provide a copy of this program if available.

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

## SUPPLIER INFORMATION FORM

|                                      |  |
|--------------------------------------|--|
| <b>COMPANY'S FULL BUSINESS NAME:</b> |  |
|                                      |  |
|                                      |  |
| <b>PHYSICAL ADDRESS:</b>             |  |
|                                      |  |
|                                      |  |
|                                      |  |
|                                      |  |
| <b>PHONE #:</b>                      |  |
| <b>FAX #:</b>                        |  |
| <b>CONTACT PERSON:</b>               |  |
| <b>PHONE #:</b>                      |  |
|                                      |  |
| <b>REMITTANCE ADDRESS:</b>           |  |
|                                      |  |
|                                      |  |
|                                      |  |
|                                      |  |
| <b>PHONE #:</b>                      |  |
| <b>FAX #:</b>                        |  |
| <b>CONTACT PERSON:</b>               |  |
| <b>PHONE #:</b>                      |  |
|                                      |  |
| <b>PAYMENT TERMS DISCOUNT:</b>       |  |
|                                      |  |
| <b>COMPANY TAX ID#:</b>              |  |
|                                      |  |



**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

INDICATE ALL THAT APPLY

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman Owned Business Enterprise



**CITY OF MIDLOTHIAN  
PURCHASING DEPARTMENT**

**NO BID NOTIFICATION**

BID TITLE: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The CITY OF MIDLOTHIAN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- \_\_\_\_\_ Do not supply the requested product.
- \_\_\_\_\_ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- \_\_\_\_\_ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- \_\_\_\_\_ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- \_\_\_\_\_ Time frame for bidding was too short for my organization.
- \_\_\_\_\_ Not awarded a previous contract by the City when you felt you were low bidder.
- \_\_\_\_\_ Other \_\_\_\_\_

**Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.**

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

EXHIBIT "B"
Contractor's Response to City's Bid

CITY OF MIDLOTHIAN

PURCHASING OFFICE



BID# 2025-28

EMS FIRE DEPT. MEDICAL SUPPLIES

DUE: 11/11/2025

SUBMITTED BY:



November 7, 2025

CITY OF MIDLOTHIAN

RE: BID #2025-28 – EMS FIRE DEPT. MEDICAL SUPPLIES

Life-Assist is pleased to present our proposal to the City of Midlothian in response to Bid Number: 2025-28 EMS Fire Dept. Medical Supplies. Please review the following proposal for Life-Assist's competitive bid pricing. We want to emphasize our commitment to the City of Midlothian to provide the most complete offering of products and services. **Additionally, we offer 2% credit for any inter-local department purchases on the City of Midlothian contract.**

We are also offering additional discounts on Catalog/Web Pricing:

30% discount on standard stock website items

excludes capital equipment, inventory management

solutions, and training equipment

20% discount on Tempus items.



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2025-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us/bids.aspx
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8th St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at nery.pena@midlothian.tx.us prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25
10-26-25



Strong Foundations. Bright Futures.

BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES
BID NUMBER: 2025-28 **PRE-BID MEETING: N/A**
BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM
LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

Bidder Must Fill In & Sign

Name of Firm, Company

Life-Assist, Inc.

Agent's Name

Ali Salman

Agent's Title

Senior Pricing Specialist

Mailing Address

11277 Sunrise Park Drive

City

Rancho Cordova

State

CA

Zip

95742

Telephone

800-824-6016

Fax No.

800-290-9794

Email address:

Quotes@life-assist.com

Ali Salman

AUTHORIZED SIGNATURE

All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>x</u>	_____
(2) Secure on-line ordering?	<u>X</u>	_____
(3) Vendors web site offers real-time indicators of product availability.	<u>X</u>	_____
(4) Local sales representation within 50 miles?	<u>X</u>	_____
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>X</u>	_____
(6) Sales representative is able to provide training for products offered?	<u>X</u>	_____
(7) Sales representative must be available for routine visits?	<u>X</u>	_____
(8) Ability to requisition to a central purchaser via internet?	<u>X</u>	_____
(9) Ability to track product usage and cost for each requisitioning agency?	<u>X</u>	_____
(10) Ability to ship to multiple delivery destinations?	<u>X</u>	_____
(11) Ability to deliver within 48 hours with no additional charges?	<u>X</u>	_____
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>X</u>	_____
(13) Can additional cities purchase "off" this contract?	<u>X</u>	_____
(14) Ability to produce quarterly consumption reports?	<u>X</u>	_____
(15) Local warehouse (within 50 miles of Midlothian)?	_____	<u>X</u>
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>X</u>	_____
(17) Multiple distribution centers through the country?	<u>X</u>	_____
(18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)	<u>X</u>	_____

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings
per year in Austin.

X

(20) Price increases are considered on a Annual (monthly, quarterly, annual) basis only.

Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid. See bid documents provided.

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

EMS FIRE DEPT.
MEDICAL SUPPLIES
BID NUMBER: 2025-28

SPECIFICATIONS (MINIMUM):

SCOPE: The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

QUANTITIES: Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

AUDIT: Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE: The City of Midlothian's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

TERM OF CONTRACT AND OPTION TO EXTEND: The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

CONTRACT TERMINATION: The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

INSURANCE AND BONDS: The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of

statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

BID DELIVERY: The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

HB 1295 FORM: At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>.

Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

PROHIBITION OF BOYCOTT ISRAEL: By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

PROHIBITION OF BOYCOTT OF ENERGY COMPANIES: By submission of this RFP response, the Respondent verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE

ASSOCIATIONS: By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2025-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8th St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2025-28 CONDITIONS OF BIDDING

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - a) Have adequate financial resources required, or the ability to obtain such resources as required;
 - b) Be able to comply with the required or proposed delivery schedule;
 - c) Have a satisfactory record of performance;
 - d) Have a satisfactory record of integrity and ethics;
 - e) Be otherwise qualified and eligible to receive an award;
 - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
 - 1.) Is your principle place of business in the State of Texas? YES _____ NO x _____
 - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
 - a.) In which state is your principal place of business located? California _____
 - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO x _____
 - c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that “No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 - a) Meet delivery schedules.
 - b) Perform in accordance with these specifications and/or
 - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
 - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
 - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

Bidders who are able to provide the following services will be looked favorably upon.

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.

Yes ☒ No ☐

2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCapIt) manufactured by the U-Select-It-Corporation or a comparable device?

Yes ☒ No ☐

3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?

Yes ☒ No ☐

Bundles are supplied through an approved manufacturer in accordance with required specification and standards.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes ☒ No ☐

We are able to provide high-quality, lower- cost alternative options through approved manufacturers, reflecting our commitment to transparency, product integrity, and quality assurance.

5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes ☒ No ☐

Provide a copy of this program if available. Please see attached bid documents.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: Dallas Fire Department

Address: 1551 Baylor St. Suite 300, Dallas, Texas 75226

Contact Person: Captain Charles Jones

Telephone: (214) 670-4311

Email: charles.jones2@dallasfire.gov

Product Purchased by Reference: Medical Supplies, Medications, Pre-Hospital Equipment, Controlled Substances, Custom Bundled Supplies, Training Equipment

Company Name: Allegiance Mobile Health

Address: 3201 S. Austin Ave. Suite 335 Georgetown, Texas 78626

Contact Person: Justin Cude

Telephone: (855) 576-7450

Email: justin.cude@allmh.com

Product Purchased by Reference: Medical Supplies and Medications, Pre-Hospital Equipment, OPIQ Inventory Management, Controlled Substances, Training Equipment, Custom Bundled Equipment

Company Name: Mansfield Fire Department

Address: 1305 E Broad St. Mansfield, TX 76063

Contact Person: Kevin Sandifer, Battalion Chief of EMS

Telephone: (817) 804-5772

Email: Kevin.sandifer@mansfieldtexas.gov

Product Purchased by Reference: Medical Supplies and Medications, Pre-Hospital Equipment, Controlled Substances, Custom Bundled Supplies, Training Equipment

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Life-Assist, Inc.
PHYSICAL ADDRESS:	11277 Sunrise Park Drive, Rancho Cordova CA 95742
PHONE #:	800-824-6016
FAX #:	800-290-9794
CONTACT PERSON:	Holly Phifer
PHONE #:	469-636-9969
REMITTANCE ADDRESS:	11277 Sunrise Park Drive, Rancho Cordova CA 95742
PHONE #:	800-824-6016
FAX #:	800-290-9794
CONTACT PERSON:	Customer Care Team
PHONE #:	800-824-6016
PAYMENT TERMS DISCOUNT:	Net 30 Days
COMPANY TAX ID#:	94-2440500



TOWN COUNCIL AGENDA I.11. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of the 2025 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1).**

BACKGROUND: On September 19, 2005, Town Council established the TIRZ #1 by creating the zone, a Board of Directors, and a TIRZ fund. The Annual Report provides a summary of the steps taken by the Board of Directors and Town Council for Fiscal Year 2024-2025. It also outlines the net taxable value and captured appraised value within the zone, as well as the increment for fiscal year 2024-2025, which is \$7,588,588. The Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 150th day following the end of the fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: The 2025 TIRZ #1 Annual Report was submitted for approval to the TIRZ #1 Board at their February 2, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TIRZ 1 Annual Report 2025 1

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

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2025



Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1
(TIRZ #1)

ANNUAL REPORT

2025

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2025

INDEX

- 1) Cover**
- 2) Index**
- 3) Year End Summary of Meetings/Town Council/Board Actions**
- 4) Public Infrastructure Projects**
- 5) Capital Improvement Plan Budget**
- 6) Budget vs. Expenditures**
- 7) TIRZ Fund**
- 8) Annual Report**

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2025

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

During the period from October 1, 2024, through September 30, 2025, the Town of Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) Board of Directors met once.

The sole meeting was held on February 5, 2025, to approve the minutes from the previous board meeting held on April 3, 2024, and to approve the 2024 Annual Report. The Town of Flower Mound Director of Economic Development, Ray Watson, provided a brief overview of the 2024 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) and updated the board on the TIRZ Fund balance detail, as well as TIRZ revenue and projections. Furthermore, the Director of Public Works, Brian Waltenburg, provided an update on the status of each active project that the TIRZ is currently funding.

Board members appointed and serving at the time of the meeting are as follows:

Town – Council Member Ann Martin, Tim Whisenant, Mark Hargreaves

County - Larry Lipscomb and David Johnson

Ex-Officio - Mayor Cheryl Moore and Town Manager James Childers

During the period from October 1, 2024, through September 30, 2025, the Flower Mound Town Council took the following action:

- At a meeting on February 5, 2025, the Town Council approved the 2024 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2025

PUBLIC INFRASTRUCTURE PROJECTS

2024-2025

CURRENT STREET PROJECTS

Karnes Road

The project consists of the improvement of Karnes Road from a 2-lane asphalt road to a 2-lane concrete road with curb and gutter, from Old Settlers to FM 1171. A professional services agreement for design services, in the amount of \$97,438.00, with Teague Nall and Perkins was approved by Town Council on December 5, 2022. Bids were received on July 18, 2023. A Construction Agreement, in the amount of \$474,797, was awarded at the September 18, 2023, Town Council meeting. This project is complete, and final costs were expensed in FY25.

Rippy Road

Rippy Road will be completed in two phases. Phase 1 (Waketon Road to Pecan Meadows) included improvements of Rippy Road to its thoroughfare plan designated section, a two-lane concrete urban collector. On May 15, 2017, the Town Council approved a development agreement with CalAtlantic Homes, for construction of the improvements, providing reimbursement of the Town's share of the construction costs associated with the infrastructure improvements. Phase 1 of the project is complete, and the developer has received reimbursement in the amount of \$648,920.22 for the construction costs associated with Phase 1.

Phase 2 (Pecan Meadows to FM 2499) includes improvements to approximately 2,500 linear feet of existing two-lane open section asphalt roadway to its thoroughfare plan designated section, a two-lane concrete urban collector. The project also includes an enclosed storm water collection system to improve storm water collection in the area. The design contract was awarded to CP&Y, Inc. at the March 4, 2019, Town Council meeting in the amount of \$298,645.75. On September 21, 2020, a design amendment in the amount \$38,140.00 of was approved by Town Council to provide additional drainage and flood calculations of the project area. On August 8, 2022, a construction award, in the amount of \$6,843,592, was approved by Town Council. Due to material delays, work started summer 2023. The project is substantially complete, and final costs are anticipated to be expensed in FY26.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2025

CURRENT STORMWATER PROJECTS

East Waketon Rd Drainage Improvements

The project consists of channel excavation from FM 2499 to Waketon Road and culvert replacement under Waketon Road to alleviate the recurring flooding and traffic disruption of Waketon Road, east of FM 2499. A design contract was awarded to Halff Associates, Inc. on March 20, 2017, to complete a drainage study providing hydraulic modeling of existing conditions, analysis of alternatives and a final report. The initial drainage study was received. A design contract in the amount of \$212,790.00 was awarded to Halff Associates, Inc. on January 7, 2019, to complete design based on the drainage study. During design it was determined that a reassessment of the upstream hydrology was needed to better model the existing conditions. On December 7, 2020, a design amendment in the amount of \$55,000.00 was approved to reassess the drainage area and explore the possibility of minimizing the project limits to reduce the project's impacts. Design was completed. USACE 404 permitting application was submitted in summer 2022, and USACE provided a draft permit approval in Fall 2024. The initial bid opening was held on March 5, 2024, no bids were received. The project was rebid on April 17, 2024, at which time a single bid was received. Given the combined expenses of construction and USACE wetlands mitigation with considerations to the limited benefits of the scaled back project as bid, the Town no longer plans to move forward with the proposed drainage facilities. In early 2025, Public Works performed maintenance within Waketon Road right-of-way to improve hydraulic efficiencies of the existing bar ditch and culvert. Staff will continue to monitor drainage in the area and perform maintenance as needed.

CURRENT PARKS PROJECTS

Peters Colony Memorial Park

This project is for the design and development of the 3.3-acre Peters Colony Memorial Park adjacent to the Library. The approved master plan for the park includes a remembrance wall, children's area and pavilion, water feature, and pedestrian pathways with access to the library. A professional services agreement with Mesa Design Associates, Inc., in the amount of \$158,000, for design services was approved on June 15, 2020. Design is complete. The Town has been working with Texas Parks and Wildlife Department (TPWD) for on a grant funding application since design was complete. The Town has received approval from TPWD for reimbursement up to \$750,000. A Construction Agreement, in the amount of \$3,562,629.67, was awarded at the August 5, 2024, Town Council meeting. The project is expected to be complete by Spring 2026.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2025

CURRENT FACILITIES PROJECTS

Cultural / Performing Arts Center

The Town of Flower Mound is in the process of designing a performing arts center to be located on 3.67 acres of Town-owned land within the River Walk development. This center will serve as a hub for arts, cultural, and creative programming within the Town.

The facility, which will be located at 4200 River Walk Drive, could include amenities such as a main stage theater, flexible performance spaces, multipurpose rooms, classrooms, administration and support spaces, a gallery, and exhibition space that can host rotating shows and receptions, as well as outdoor spaces that provide opportunities for gathering, performances, and connectivity to the River Walk trail system and neighboring restaurants and retail locations.

The project is currently in the pre-design phase, with a contract for services with Hoefer Welker + BORA Architects approved by Council on October 6, 2025. The next design phase is anticipated to begin in Spring 2026, and construction is anticipated to begin in Spring 2027. The estimated grand opening date is Spring 2029.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2025

CAPITAL IMPROVEMENT PLAN BUDGET

Project	Estimated Cost
STREETS	
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267
Chinn Chapel (FM 407 to Dixon)	1,387,500
Chinn Chapel (Dixon to Waketon)	941,305
Waketon Road (Rippy to Chinn Chapel)	4,885,748
Rippy Road (FM 2499 to Waketon)	8,500,000
Churchill (East end to Yucca)	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	1,048,000
FM 1171 at FM 2499 Eastbound Right Turn Lane	432,752
Karnes Rd	563,594
FM 2499 at Waketon Intersection.	1,513,160
East Waketon Rd Drainage Improvements	1,900,000
Subtotal	\$24,257,326
SIGNALS	
Adaptive Traffic Signal Upgrade	\$178,000
College Parkway at FM 2499	\$115,000
Subtotal	\$293,000
WATER	
FM 2499 west side from FM 1171 to Dixon	\$907,092
Rippy Road Water Line Improvements	400,000
FM 407 from FM 2499 to Country Meadows Addition	438,039
Morriss Waterline Project Ph. 2	2,317,153
Subtotal	\$4,062,284
FACILITIES	
Town Hall	\$11,295,419
Senior Citizen Activity Center	4,886,092
Library renovation/expansion	9,359,509
Subtotal	\$25,541,020
PARKS	
Peter's Colony Memorial Park	\$2,955,000
Chinn Chapel Park	628,126
Pink Evening Primrose Trail Connection (Bridge & Trail)	915,000
Subtotal	\$4,498,126
RIVERWALK IMPROVEMENTS	
Parking Structure	1,000,000
Subtotal	\$1,000,000
OTHER PROJECTS	
FM 407 Shared Retail Development	\$180,000
Town Center Master Plan	50,685
Cultural Arts Feasibility Study	10,800
Cultural Arts Center	5,000,000
Subtotal	\$5,241,485
TOTAL	\$64,893,241

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2025

BUDGET VS EXPENDITURES

Project	Current Budget	Expended Costs to Date	Remaining Balance
STREETS			
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267	\$2,685,267	\$0
Chinn Chapel (FM 407 to Dixon)	1,387,500	1,387,500	0
Chinn Chapel (Dixon to Waketon)	941,305	941,305	0
Waketon Road (Rippy to Chinn Chapel)	4,885,748	4,885,748	0
Rippy Road (FM 2499 to Waketon)	8,500,000	7,795,101	704,899
Churchill (East end to Yucca)	400,000	400,000	0
FM 1171 at FM 2499 Westbound Right Turn Lane	1,048,000	254,811	793,189
FM 1171 at FM 2499 Eastbound Right Turn Lane	432,752	432,752	0
FM 2499 at Waketon Intersection	1,513,160	1,513,160	0
Karnes Rd	563,594	563,594	0
East Waketon Rd Drainage Improvements	1,900,000	313,896	1,586,104
Subtotal	\$24,257,326	\$21,173,134	\$3,084,192
SIGNALS			
Adaptive Traffic Signal Upgrade	\$178,000	\$122,222	\$55,778
College Parkway at FM 2499	\$115,000	\$115,000	\$0
Subtotal	\$293,000	\$237,222	\$55,778
WATER			
FM 2499 west side from FM 1171 to Dixon	\$907,092	\$907,092	\$0
Rippy Road Water Line Improvements	400,000	400,000	0
FM 407 from FM 2499 to Country Meadows Addition	438,039	438,039	0
Morriss Waterline Project Ph. 2	2,317,153	2,317,153	0
Subtotal	\$4,062,284	\$4,062,284	\$0
FACILITIES			
Town Hall	\$11,295,419	\$10,026,168	\$1,269,251
Senior Citizen Activity Center	4,886,092	4,886,092	0
Library Renovation/Expansion	9,359,509	10,625,459	(1,265,950)
Subtotal	\$25,541,020	\$25,537,719	\$3,301
PARKS			
Peter's Colony Memorial Park	\$2,955,000	\$1,929,826	\$1,025,174
Chinn Chapel Park	628,126	628,126	0
Pink Evening Primrose Trail Connection (Bridge & Trail)	915,000	630,413	284,587
Subtotal	\$4,498,126	\$3,188,365	\$1,309,761
RIVERWALK IMPROVEMENTS			
Parking Structure	\$1,000,000	\$1,000,000	\$0
Subtotal	\$1,000,000	\$1,000,000	\$0
OTHER PROJECTS			
FM 407 Shared Retail Development	\$180,000	\$180,000	\$0
Town Center Master Plan	50,685	50,685	0
Cultural Arts Feasibility Study	10,800	10,800	0
Cultural Arts Center	5,000,000	54,921	4,945,079
Subtotal	\$5,241,485	\$296,406	\$4,945,079
TOTAL	\$64,893,241	\$55,495,130	\$9,398,111

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2025

TIRZ FUND

Beginning Balance:	
October 1, 2024	\$24,387,655
Revenues:	
Property Tax	\$7,588,588
Interest	<u>\$1,046,871</u>
TOTAL REVENUES	\$8,635,459
Expenditures:	
Construction/Improvements	\$3,559,172
Debt Service	<u>\$2,637,350</u>
TOTAL EXPENDITURES	\$6,196,522
Ending Balance:	
September 30, 2025 (unaudited)	\$26,826,592

Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1

As of September 30, 2025

ANNUAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$5,236,568	Town Tax
\$2,352,020	County Tax
<u>\$1,046,871</u>	<u>Interest Income</u>
 \$8,635,459	 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$2,637,350	Debt Service
\$1,953,528	Streets
\$1,550,723	Parks
<u>\$54,921</u>	<u>Facilities</u>
 \$6,196,522	 Total Expenditures

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

\$2,637,350	Total Outstanding Principal and Interest
-------------	--

2017COTIRZ:	<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
	2026	\$1,190,000	\$47,600	\$1,237,600

2018COTIRZ:	<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
	2026	\$1,345,000	\$53,800	\$1,398,800

4. Tax Increment base and current captured appraised value retained by the zone:

<u>Taxing Jurisdiction</u>	<u>Net Taxable Fiscal Year Value 2024 - 2025</u>	<u>Base Year* Value Jan 1, 2005</u>	<u>Captured App. Value Fiscal Year 2024 - 2025</u>
Town of Flower Mound	\$1,918,474,588	\$228,290,889	\$1,690,183,699
Denton County	\$1,794,316,126	\$229,382,705	\$1,564,933,421

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2024-2025:

<u>Taxing Jurisdiction</u>	<u>Participation Per \$100/Value</u>	<u>Amount of 2024-2025 Increment</u>
Town of Flower Mound (80%)	\$0.3098224	\$5,236,568
Denton County (80%)	\$0.1502952	\$2,352,020
Total		\$7,588,588

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2025

B. Amount of tax increment received in 2025 from the municipality and the other taxing jurisdictions based on 2024 valuations: \$7,588,588

C. Other information: None

* Base Year Value as of January 1, 2005 is for Fiscal Year 2005-2006.



TOWN COUNCIL AGENDA I.12. CONSENT ITEM(S)

DATE: February 2, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of a contractual agreement with CERES Environmental and Aftermath Disaster Recovery to provide Disaster Debris Removal, Reduction, Disposal, and other debris-related services As Needed; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town of Flower Mound has a Debris Management plan that meets the standards of the Federal Emergency Management Agency (FEMA). As part of that plan, the Town must have a standing contract with a company that will assist our own resources in Debris Removal, Reduction, and Disposal after a disaster has occurred.

FEMA also requires that this contract be awarded after a competitive bidding process. The current debris management contract has expired and a new request for proposal number 2026-1-A was issued on September 20, 2025. Upon review and scoring of the selection committee, CERES Environmental and Aftermath Disaster Recovery were the recommended contractors.

In order to be eligible for FEMA's cost-share programs after a declared disaster, it is imperative that our plan meet FEMA's requirements.

Should Flower Mound experience a large event that is not a declared disaster, much like the F0 tornado that affected Flower Mound in 2009, which took five weeks and \$500,000 in debris costs, CERES Environmental and Aftermath Disaster Recovery may respond to supplement the Town's own resources in expediting the removal, reduction, and disposal of debris.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

Proposed Expenditure/(Revenue)
\$0

Account Number(s):
100-XXX-XXXXX-XXXX

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

ATTACHMENTS:

1. Debris Management Contract Ceres
2. Aftermath Debris Management Contract 2026
3. Form 1295 Certificate 101481688-signed

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

Contract for Debris Management Services

THIS CONTRACT is made this the _____ day of _____, 2026, by and between CERES ENVIRONMENTAL SERVICES, INC., A FLORIDA CORPORATION (herein referred to as "Contractor") and the Town of Flower Mound (herein referred to as "Town").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the incorporated limits of the Town plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, The Town has in the past suffered the full force and effects of major storms and the resulting destruction brought upon Town by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the Town and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the Town and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract.

NOW, THEREFORE, in exchange for the considerations set forth below, said parties do agree as follows:

1.0 CONTRACT DOCUMENTS:

The Contract Documents consist of: this Written Agreement; the Town's Request for Proposal, Solicitation No. 2015-65, Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services; and Contractor's Bid Proposal. These Contract Documents are fully a part of this Agreement as if attached to or repeated herein. The Contract Documents may only be amended or modified by subsequent written agreement between the parties.

2.0 SERVICES

2.1. Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the Town in order to eliminate immediate threat to the public health and safety as more fully set forth in the Contract Documents.

2.2. Private Property Waivers:

The Town will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners for the removal of debris and/or demolition of structures from residential and/or commercial Properties.

3.0 STANDARDS OF PERFORMANCE

3.1. Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits and the Contract Documents. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract Documents or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Town.

3.2. Cost of Providing Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Town, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in the Contract Documents.

3.3. Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same insurance required by the Contract Documents. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Town. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the Town.

3.4. INDEMNIFICATION:

THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS DEMANDS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF ANY ACT OR OMISSION OF THE CONTRACTOR, ITS AGENTS,

SUBCONTRACTORS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT.

3.5. Insurance:

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract.

3.5.1. Worker's Compensation/Employer's Liability

- a. Workers Compensation – statutory
- b. Employer's Liability -- \$500,000

3.5.2. Automobile Liability:

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.

3.5.3. Comprehensive General Liability:

- a. Bodily Injury/Personal Injury -- \$500,000 per occurrence, \$1,000,000 aggregate
- b. Property Damage -- \$1,000,000 aggregate

3.5.4. Professional Liability:

\$500,000 per occurrence
\$500,000 aggregate

3.5.5. Insurance Cancellation / Renewal:

The Contractor will notify the Town at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the Town at least ten (10) days following coverage renewals or changes.

3.5.6. Waiver of Subrogation

The required insurance must waive subrogation against the Town, its officers, employees, and elected representatives.

3.5.7. Town As Additional Insured

All insurance must name the Town, its officers, employees and elected representatives, as additional insured

3.5.8. Required Insurance

The insurance carrier providing the required insurance must be authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. All policies shall be of the occurrence type.

3.6. Liquidated Damages.

Should the Contractor fail to complete requirements set forth in the Contract Documents, the Town will suffer damage. The amount of damage suffered by the Town is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the Town, as liquidated damages, the following:

- 3.6.1. The Contractor shall pay the Town, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the Town with the resources required to begin debris removal operations, within 36 hours of notice to proceed.
- 3.6.2. The Contractor shall pay the Town, as liquidated damages, \$1,000.00 per load of disaster debris collected in the Town that is not disposed of at a Town approved DMS or Town approved Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- 3.6.3. The Contractor shall pay the Town, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.
- 3.6.4. The Contractor shall pay the Town, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- 3.6.5. The Contractor shall pay the Town, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the Town and Contractor per DMS.
- 3.6.6. The Contractor shall pay the Town, as liquidated damages, \$100.00 per incident where the Contractor fails provide sufficient documentation to the Town to support FEMA eligibility of the work performed. Additionally no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the Town should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

3.7. Damages.

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the Town. If there is disagreement between a resident and Contractor as to the repair of damages, the Town shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the Town will result in the Town withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the Town deems the Contractor negligent in management practices, the Town may withhold from retainage money or invoice the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.

3.8 Bonds.

Prior to beginning construction or undertaking any activities under this Contract, Contractor shall provide to the Town performance, payment and maintenance bonds, each in the amount of 100% of the total construction costs under this Agreement, on forms approved by the Town.

4.0 TECHNICAL SPECIFICATIONS

4.1. Notice to Proceed.

The Town shall issue official written notice to proceed for the services referenced in the Contract Documents. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Contractor's authorized representative is on site in the Town then the written notice to proceed may be hand delivered. Under no circumstances shall the Town be liable for any services rendered unless the written notice to proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written notice to proceed.

4.2. Changes in Statement of Work

The Town Manager or Assistant Town Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

4.3. Drug Free Workplace

In the interest of job safety and to protect the general public, other contractors and the Town's employees from the consequences of accidents that are caused by worker abuse of controlled substances on Town construction projects, the Contractor agrees that it will make a good faith effort to maintain a drug-free jobsite.

4.4. Mobilization.

Within 18 hours of notice to proceed from the Town, the Contractor will mobilize an Operations Manager to the Town. The Operations Manager will assist the Town in planning for the operation and mobilization of Contractor personnel and equipment necessary to perform the work. If the Contractor does not send an Operations Manager within 18 hours after the call by the Town, the Town may then go to the next RFP-approved contractor for their services instead of using the Contractor.

Within 36 hours of notice to proceed from the Town, the Contractor shall mobilize equipment and resources in the Town to begin debris removal operations as directed by the Town Manager or Assistant Town Manager. As part of the Contractor's mobilization effort, the Contractor shall provide an on-site office trailer for the duration of the project or as directed by the Town.

4.5. Safety.

The Contractor shall be solely responsible for maintaining safety at all work sites including Debris Management Site(s) ("DMS") and debris collection sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris

collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

4.6. On-Site Project Manager.

The Contractor shall provide an on-site project manager to the Town. The project manager shall provide a telephone number to the Town with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Town Debris Manager and/or Town authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, Town coordination and damage repairs. Frequency of meetings may be adjusted by the Town Debris Manager. The Contractor's project manager must be available 24 hours a day, or as required by the Town Debris Manager.

4.7. Equipment:

4.7.1. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

4.7.2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides.

Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Town's authorized representatives prior to its use by the Contractor.

4.7.3. Debris shall be reasonably compacted into the hauling vehicle. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a Town approved DMS or a Town approved Final Disposal Site.

4.7.4. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

4.7.5. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100

cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Town Debris Manager.

4.7.6. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Town Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

4.8. Traffic Control.

The Contractor shall mitigate the impact of its operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the Town Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

4.9. Rapid Response Crew.

Contractor shall be required to provide the Town with access to one or more Rapid Response Crews (RRC) as directed by the Town. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Town Debris Manager or the Town's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Town deems a priority for overall Town recovery.

4.10. Work Hours.

The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Town and the Contractor. Unless otherwise directed, the Service Provider must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis.

4.11. Time of Completion.

The services shall commence upon written notice to proceed from the Town Manager or Assistant Town Manager or his/her designee. For each event in which the contract is activated the Town and the Contractor will develop a project completion date. The project completion date may be revised if mutually agreed upon by the Town and the Contractor.

4.13 Existing Utilities:

- 4.14.1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor shall pay all such costs to the utility company for any adjustments.
- 4.14.2. The Town may choose either to have the Contractor make the necessary repairs or have the Contractor pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor.

5.0 DEBRIS MANAGEMENT

- 5.1 The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The proposed DMS must be approved by the Town. Depending on the event, the Town may provide the Contractor with DMS locations within the Town. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS in the Town is a cost borne by the Contractor.
- 5.2 The Contractor will prepare and maintain the DMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:
 - 5.2.1 Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
 - 5.2.2 Ensuring only Contractor vehicles and others specifically authorized by the Town will be allowed to use the DMS.
 - 5.2.3 Providing DMS utilities which include but are not limited to water, lighting, and portable toilets.
 - 5.2.4 Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
 - 5.2.5 Providing DMS dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
 - 5.2.6 Providing DMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
 - 5.2.7 Providing 24-hour site security for each DMS.

- 5.2.8 5.2.8 Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the Town's direction.
- 5.3. The Town may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.
- 5.4. The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the Town. These daily reports must meet the requirements of FEMA or other federal agency, and other reimbursement and regulatory governmental agencies.
- 5.5. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Town and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.
- 5.6. Debris Site Tower Specifications:
- 5.6.1. The Contractor shall provide as many towers as designated by the Town at each dumpsite for the use of Town authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Town or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation.
- 5.6.2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may

be temporarily suspended by the Town Emergency Manager due to unsuitable conditions at the tower.

5.7. Facilities at DMS Locations:

The Contractor shall provide as many portable toilets as designated by the Town at each dumpsite for the use of Town authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation.

5.8. Ownership of Debris.

All debris residing in the Town ROW and Town provided DMS(s) shall be the property of the Town until final disposal at a properly permitted disposal site.

6.0. ENVIRONMENTAL PROTECTION:

6.1. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

6.2. Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

6.2.1. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Town Debris Manager. The Contractor shall comply in a timely manner with all directions of the Town Debris Manager regarding the use of a water truck or other approved dust abatement measures.

6.2.2 The Contractor shall comply with laws, rules, regulations and ordinances regarding environmental protection.

6.2.3 The Contractor shall immediately report and document all incidents to the Town Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

6.2.4 The Contractor must notify the Town regarding any fluid or chemical spillage so that the Town or its authorized representative can review and approve of the cleanup.

7.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

- 7.1. The Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- 7.2. All Contractor trucks used for collection and hauling of debris from the Town ROW to Town approved DMSs or Town approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Town or Town-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the Town of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Town Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a Town authorized representative each time it returns to work from other contracts or communities.
- 7.3. Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- 7.4. Load tickets will be provided by the Town or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the Town or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the Town will be authorized for use.
 - 7.4.1 Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - 7.4.2 Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and Town authorized representative name and signature. No payment will be made by the Town for incomplete load or unit rate tickets submitted for payment.
 - 7.4.3 Load tickets will be issued by an authorized representative of the Town at the collection site. The Town authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or Town approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Town authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Town authorized representative present at the DMS or Town approved Final Disposal Site. The Town authorized representative

will validate enter the estimated debris quantity and sign the load ticket. The Town will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.

7.4.4 Loads of processed (e.g., chipped) debris being hauled from a DMS to a Town approved Final Disposal Site will follow the same load ticket procedures. A Town authorized representative will initiate the load ticket at the DMS. Another Town authorized representative will validate and sign the ticket at the Town approved Final Disposal Site.

7.4.5 The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

7.5. Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the Town and/or Government to support requests for debris project reimbursement from external funding sources.

7.6. Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

8.0 PAYMENTS

8.1. Town agrees to pay contractor in accordance with Contractor's bid proposal which is incorporated into the Contract Documents. Contractor agrees to complete the work and all services provided herein for said amount.

8.2. The Town, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the Town will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Town be responsible for unpaid incomplete tickets.

8.3. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The Town reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.).

8.4. Invoices shall be submitted to the Town's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Electronic invoices should be sent via e-mail to following persons: Jason.bolejack@flowermound.gov ; bobby.sanford@flowermound.gov

; manuel.palacios@flowermound.gov. The invoice detail must consist of a tabular report listing all ticket information required by the Town. Invoice detail submittals will be checked against Town records. Town records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the Town authorized representative to the Town for payment.

- 8.5. A 10 percent retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the Town, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Town to repair damages caused by the Contractor(s) to public or private property.
- 8.6. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- 8.7. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the Town from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Town prior to final retainage release.
- 8.8. Payment for disposal cost incurred by the Contractor at the Town approved Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the Town approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the Town approved Final Disposal Site, and proof of Contractor payment to the Town approved Final Disposal Site.
- 8.9. Contractor must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Town Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- 8.10. When this contract is activated for an event funded by state or federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the Town will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA), unless the Town otherwise agrees in writing.
- 8.11. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the Town for a period of seven years following receipt of final payment for the services referenced herein.
- 8.12. Price Re-determination. Price re-determination shall only be considered by the Town 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum

wage law; Federal/State unemployment taxes; F.I.C.A.: Insurance Coverage rates, etc.). Town of Flower Mound reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the Town.

9.0 TERM AND TERMINATION

9.1 Term

The term of the Contract shall be one (1) year beginning on the date of acceptance by and signatures of the Town and Contractor, whichever comes later. The Contract may be renewed for up to four (4) additional one (1) year terms upon written agreement of the parties.

9.2 Termination

Either party may terminate this Contract by providing thirty (30) days written notice to the other party. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amounts as shall compensate Contractor for the services satisfactorily performed on or before the termination date in accordance with this Agreement. Town shall not be required to reimburse Contractor for any services performed or expenses incurred after notice has been received by Contractor by certified mail, return receipt requested, at the address specified below.

10.0 MISCELLANEOUS

10.1. Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor:

Tia Laurie

Ceres Environmental Services, Inc.

Director of Administration/ Corporate Secretary

6371 Business Boulevard, Suite 100

Sarasota, FL 34240

941-358-6363

Tia.Laurie@ceresenv.com

www.ceresenvironmental.com

Town: The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

10.2. Applicable Law:

The laws of the State of Texas shall govern this Contract. Venue shall lie in Denton County, Texas.

- 10.3. Entire Contract:
This Contract (including the Contract Documents) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.
- 10.4. Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.
- 10.5. Severability:
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of the Contract will remain in full force and effect.
- 10.6. Assignability:
The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights, and duties under this Contract without the prior written consent of the Town.
- 10.7. Compliance with Laws:
In performing the work, Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations.
- 10.8. No Waive of Immunity:
It is expressly understood and agreed that the execution of this Contract shall in no way be construed or deemed a waiver of immunity of defense that would otherwise be available to the Town against claims arising in the exercise of governmental powers and functions.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative, and the Town has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CONTRACTOR



TIA LAURIE, CORPORATE SECRETARY

January 16, 2026

Date

TOWN OF FLOWER MOUND

Mayor

Date

Contract for Debris Management Services

THIS CONTRACT is made this the _____ day of _____, 2026, by and between _____
Aftermath Disaster Recovery, Inc. (herein referred to as "Contractor") and the Town of Flower
Mound (herein referred to as "Town").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the incorporated limits of the Town plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, The Town has in the past suffered the full force and effects of major storms and the resulting destruction brought upon Town by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the Town and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the Town and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract.

NOW, THEREFORE, in exchange for the considerations set forth below, said parties do agree as follows:

1.0 CONTRACT DOCUMENTS:

The Contract Documents consist of: this Written Agreement; the Town's Request for Proposal, Solicitation No. 2015-65, Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services; and Contractor's Bid Proposal. These Contract Documents are fully a part of this Agreement as if attached to or repeated herein. The Contract Documents may only be amended or modified by subsequent written agreement between the parties.

2.0 SERVICES

2.1. Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the Town in order to eliminate immediate threat to the public health and safety as more fully set forth in the Contract Documents.

2.2. Private Property Waivers:

The Town will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners for the removal of debris and/or demolition of structures from residential and/or commercial Properties.

3.0 STANDARDS OF PERFORMANCE

3.1. Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits and the Contract Documents. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract Documents or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Town.

3.2. Cost of Providing Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Town, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in the Contract Documents.

3.3. Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same insurance required by the Contract Documents. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Town. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the Town.

3.4. **INDEMNIFICATION:**

THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS DEMANDS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF ANY ACT OR OMISSION OF THE CONTRACTOR, ITS AGENTS,

SUBCONTRACTORS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT.

- 3.5. Insurance:
The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract.
- 3.5.1. Worker's Compensation/Employer's Liability
a. Workers Compensation – statutory
b. Employer's Liability -- \$500,000
- 3.5.2. Automobile Liability:
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.
- 3.5.3. Comprehensive General Liability:
a. Bodily Injury/Personal Injury -- \$500,000 per occurrence, \$1,000,000 aggregate
b. Property Damage -- \$1,000,000 aggregate
- 3.5.4. Professional Liability:
\$500,000 per occurrence
\$500,000 aggregate
- 3.5.5. Insurance Cancellation / Renewal:
The Contractor will notify the Town at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the Town at least ten (10) days following coverage renewals or changes.
- 3.5.6. Waiver of Subrogation
The required insurance must waive subrogation against the Town, its officers, employees, and elected representatives.
- 3.5.7. Town As Additional Insured
All insurance must name the Town, its officers, employees and elected representatives, as additional insured
- 3.5.8. Required Insurance
The insurance carrier providing the required insurance must be authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. All policies shall be of the occurrence type.
- 3.6. Liquidated Damages.
Should the Contractor fail to complete requirements set forth in the Contract Documents, the Town will suffer damage. The amount of damage suffered by the Town is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the Town, as liquidated damages, the following:

- 3.6.1. The Contractor shall pay the Town, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the Town with the resources required to begin debris removal operations, within 36 hours of notice to proceed.
- 3.6.2. The Contractor shall pay the Town, as liquidated damages, \$1,000.00 per load of disaster debris collected in the Town that is not disposed of at a Town approved DMS or Town approved Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- 3.6.3. The Contractor shall pay the Town, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.
- 3.6.4. The Contractor shall pay the Town, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- 3.6.5. The Contractor shall pay the Town, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the Town and Contractor per DMS.
- 3.6.6. The Contractor shall pay the Town, as liquidated damages, \$100.00 per incident where the Contractor fails provide sufficient documentation to the Town to support FEMA eligibility of the work performed. Additionally no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the Town should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

3.7. Damages.

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the Town. If there is disagreement between a resident and Contractor as to the repair of damages, the Town shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the Town will result in the Town withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the Town deems the Contractor negligent in management practices, the Town may withhold from retainage money or invoice the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.

3.8 Bonds.

Prior to beginning construction or undertaking any activities under this Contract, Contractor shall provide to the Town performance, payment and maintenance bonds, each in the amount of 100% of the total construction costs under this Agreement, on forms approved by the Town.

4.0 TECHNICAL SPECIFICATIONS

4.1. Notice to Proceed.

The Town shall issue official written notice to proceed for the services referenced in the Contract Documents. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Contractor's authorized representative is on site in the Town then the written notice to proceed may be hand delivered. Under no circumstances shall the Town be liable for any services rendered unless the written notice to proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written notice to proceed.

4.2. Changes in Statement of Work

The Town Manager or Assistant Town Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

4.3. Drug Free Workplace

In the interest of job safety and to protect the general public, other contractors and the Town's employees from the consequences of accidents that are caused by worker abuse of controlled substances on Town construction projects, the Contractor agrees that it will make a good faith effort to maintain a drug-free jobsite.

4.4. Mobilization.

Within 18 hours of notice to proceed from the Town, the Contractor will mobilize an Operations Manager to the Town. The Operations Manager will assist the Town in planning for the operation and mobilization of Contractor personnel and equipment necessary to perform the work. If the Contractor does not send an Operations Manager within 18 hours after the call by the Town, the Town may then go to the next RFP-approved contractor for their services instead of using the Contractor.

Within 36 hours of notice to proceed from the Town, the Contractor shall mobilize equipment and resources in the Town to begin debris removal operations as directed by the Town Manager or Assistant Town Manager. As part of the Contractor's mobilization effort, the Contractor shall provide an on-site office trailer for the duration of the project or as directed by the Town.

4.5. Safety.

The Contractor shall be solely responsible for maintaining safety at all work sites including Debris Management Site(s) ("DMS") and debris collection sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris

collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

4.6. On-Site Project Manager.

The Contractor shall provide an on-site project manager to the Town. The project manager shall provide a telephone number to the Town with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Town Debris Manager and/or Town authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, Town coordination and damage repairs. Frequency of meetings may be adjusted by the Town Debris Manager. The Contractor's project manager must be available 24 hours a day, or as required by the Town Debris Manager.

4.7. Equipment:

4.7.1. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

4.7.2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides.

Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Town's authorized representatives prior to its use by the Contractor.

4.7.3. Debris shall be reasonably compacted into the hauling vehicle. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a Town approved DMS or a Town approved Final Disposal Site.

4.7.4. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

4.7.5. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100

cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Town Debris Manager.

4.7.6. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Town Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

4.8. Traffic Control.

The Contractor shall mitigate the impact of its operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the Town Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

4.9. Rapid Response Crew.

Contractor shall be required to provide the Town with access to one or more Rapid Response Crews (RRC) as directed by the Town. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Town Debris Manager or the Town's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Town deems a priority for overall Town recovery.

4.10. Work Hours.

The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Town and the Contractor. Unless otherwise directed, the Service Provider must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis.

4.11. Time of Completion.

The services shall commence upon written notice to proceed from the Town Manager or Assistant Town Manager or his/her designee. For each event in which the contract is activated the Town and the Contractor will develop a project completion date. The project completion date may be revised if mutually agreed upon by the Town and the Contractor.

4.13 Existing Utilities:

- 4.14.1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor shall pay all such costs to the utility company for any adjustments.
- 4.14.2. The Town may choose either to have the Contractor make the necessary repairs or have the Contractor pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor.

5.0 DEBRIS MANAGEMENT

- 5.1 The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The proposed DMS must be approved by the Town. Depending on the event, the Town may provide the Contractor with DMS locations within the Town. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS in the Town is a cost borne by the Contractor.
- 5.2 The Contractor will prepare and maintain the DMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:
 - 5.2.1 Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
 - 5.2.2 Ensuring only Contractor vehicles and others specifically authorized by the Town will be allowed to use the DMS.
 - 5.2.3 Providing DMS utilities which include but are not limited to water, lighting, and portable toilets.
 - 5.2.4 Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
 - 5.2.5 Providing DMS dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
 - 5.2.6 Providing DMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
 - 5.2.7 Providing 24-hour site security for each DMS.

- 5.2.8 5.2.8 Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the Town's direction.
- 5.3. The Town may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.
- 5.4. The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the Town. These daily reports must meet the requirements of FEMA or other federal agency, and other reimbursement and regulatory governmental agencies.
- 5.5. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Town and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.
- 5.6. Debris Site Tower Specifications:
- 5.6.1. The Contractor shall provide as many towers as designated by the Town at each dumpsite for the use of Town authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Town or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation.
- 5.6.2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may

be temporarily suspended by the Town Emergency Manager due to unsuitable conditions at the tower.

5.7. Facilities at DMS Locations:

The Contractor shall provide as many portable toilets as designated by the Town at each dumpsite for the use of Town authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation.

5.8. Ownership of Debris.

All debris residing in the Town ROW and Town provided DMS(s) shall be the property of the Town until final disposal at a properly permitted disposal site.

6.0. ENVIRONMENTAL PROTECTION:

6.1. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

6.2. Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

6.2.1. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Town Debris Manager. The Contractor shall comply in a timely manner with all directions of the Town Debris Manager regarding the use of a water truck or other approved dust abatement measures.

6.2.2 The Contractor shall comply with laws, rules, regulations and ordinances regarding environmental protection.

6.2.3 The Contractor shall immediately report and document all incidents to the Town Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

6.2.4 The Contractor must notify the Town regarding any fluid or chemical spillage so that the Town or its authorized representative can review and approve of the cleanup.

7.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

- 7.1. The Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- 7.2. All Contractor trucks used for collection and hauling of debris from the Town ROW to Town approved DMSs or Town approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Town or Town-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the Town of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Town Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a Town authorized representative each time it returns to work from other contracts or communities.
- 7.3. Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- 7.4. Load tickets will be provided by the Town or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the Town or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the Town will be authorized for use.
 - 7.4.1 Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - 7.4.2 Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and Town authorized representative name and signature. No payment will be made by the Town for incomplete load or unit rate tickets submitted for payment.
 - 7.4.3 Load tickets will be issued by an authorized representative of the Town at the collection site. The Town authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or Town approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Town authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Town authorized representative present at the DMS or Town approved Final Disposal Site. The Town authorized representative will validate enter the estimated debris quantity and sign the load ticket. The Town will keep the original copy, two copies will be given back to the

vehicle operator and the remaining two copies will be provided to the Contractor.

7.4.4 Loads of processed (e.g., chipped) debris being hauled from a DMS to a Town approved Final Disposal Site will follow the same load ticket procedures. A Town authorized representative will initiate the load ticket at the DMS. Another Town authorized representative will validate and sign the ticket at the Town approved Final Disposal Site.

7.4.5 The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

7.5. Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the Town and/or Government to support requests for debris project reimbursement from external funding sources.

7.6. Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

8.0 PAYMENTS

8.1. Town agrees to pay contractor in accordance with Contractor's bid proposal which is incorporated into the Contract Documents. Contractor agrees to complete the work and all services provided herein for said amount.

8.2. The Town, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the Town will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Town be responsible for unpaid incomplete tickets.

8.3. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The Town reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.).

8.4. Invoices shall be submitted to the Town's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Electronic invoices should be sent via e-mail to following persons: Jason.bolejack@flowermound.gov ; bobby.sanford@flowermound.gov ; manuel.palacios@flowermound.gov. The invoice detail must consist of a tabular report listing all ticket information required by the Town. Invoice detail submittals

will be checked against Town records. Town records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the Town authorized representative to the Town for payment.

- 8.5. A 10 percent retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the Town, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Town to repair damages caused by the Contractor(s) to public or private property.
- 8.6. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- 8.7. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the Town from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Town prior to final retainage release.
- 8.8. Payment for disposal cost incurred by the Contractor at the Town approved Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the Town approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the Town approved Final Disposal Site, and proof of Contractor payment to the Town approved Final Disposal Site.
- 8.9. Contractor must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Town Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- 8.10. When this contract is activated for an event funded by state or federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the Town will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA), unless the Town otherwise agrees in writing.
- 8.11. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the Town for a period of seven years following receipt of final payment for the services referenced herein.
- 8.12. Price Re-determination. Price re-determination shall only be considered by the Town 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.: Insurance Coverage rates,

etc.). Town of Flower Mound reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the Town.

9.0 TERM AND TERMINATION

9.1 Term

The term of the Contract shall be one (1) year beginning on the date of acceptance by and signatures of the Town and Contractor, whichever comes later. The Contract may be renewed for up to four (4) additional one (1) year terms upon written agreement of the parties.

9.2 Termination

Either party may terminate this Contract by providing thirty (30) days written notice to the other party. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amounts as shall compensate Contractor for the services satisfactorily performed on or before the termination date in accordance with this Agreement. Town shall not be required to reimburse Contractor for any services performed or expenses incurred after notice has been received by Contractor by certified mail, return receipt requested, at the address specified below.

10.0 MISCELLANEOUS

10.1. Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: Aftermath Disaster Recovery, Inc.
1826 Honeysuckle Ln.
Prosper, TX 75078
832-760-2000
adam@aftermathdisaster.com
mkcorley@aftermathdisaster.com

Town: The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

10.2. Applicable Law:

The laws of the State of Texas shall govern this Contract. Venue shall lie in Denton County, Texas.

10.3. Entire Contract:

This Contract (including the Contract Documents) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings

relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

10.4. Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

10.5. Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of the Contract will remain in full force and effect.

10.6. Assignability:

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights, and duties under this Contract without the prior written consent of the Town.

10.7. Compliance with Laws:

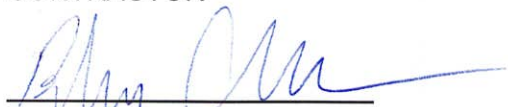
In performing the work, Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations.

10.8. No Waive of Immunity:

It is expressly understood and agreed that the execution of this Contract shall in no way be construed or deemed a waiver of immunity of defense that would otherwise be available to the Town against claims arising in the exercise of governmental powers and functions.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative, and the Town has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CONTRACTOR


Signature, Title Adam Gonzalez, Director of Business Operations

1/16/2026

Date

TOWN OF FLOWER MOUND

Mayor

Date



TOWN COUNCIL AGENDA J.1. REGULAR ITEM(S)

DATE: February 2, 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.) (Town Council tabled this item to February 2, 2026, by a vote of 4 to 0 at its January 20, 2026, meeting.)**

BACKGROUND:

On January 20, 2026, Town Council tabled this item until the February 2, 2026, meeting.

- Lot Size – 2.734 acres (Lot 1 and Lot 2, Block A of the Goddard School at Flower Mound Addition)
- Proposed Building Size – 117,474 square foot (previously 118,206) with 39,158 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 five feet of setback for every one foot of building height. The building height has been reduced on the revised plans to 23 feet 7 inches, which reduces the required setback to 118 feet from the north and west property lines. The applicant is requesting to measure building height from the average finished grade at the building foundation to the highest point of the roof structure. The Town standard would measure the height from established street grade or the average front yard. The plans provide 60 feet of setback. To accommodate the reduction in building height, the applicant has moved rooftop equipment to the ground adjacent to the building.
 - 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, modifying dumpster screening to match Town code, additional mini-warehouse standards, removal of amenity area, and restriction of existing western driveway access to be emergency only.

- SMARTGrowth – Passed
- Traffic Analysis – Passed, previously completed
- 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. The Town Council tabled this item to February 2, 2026 at its January 20, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

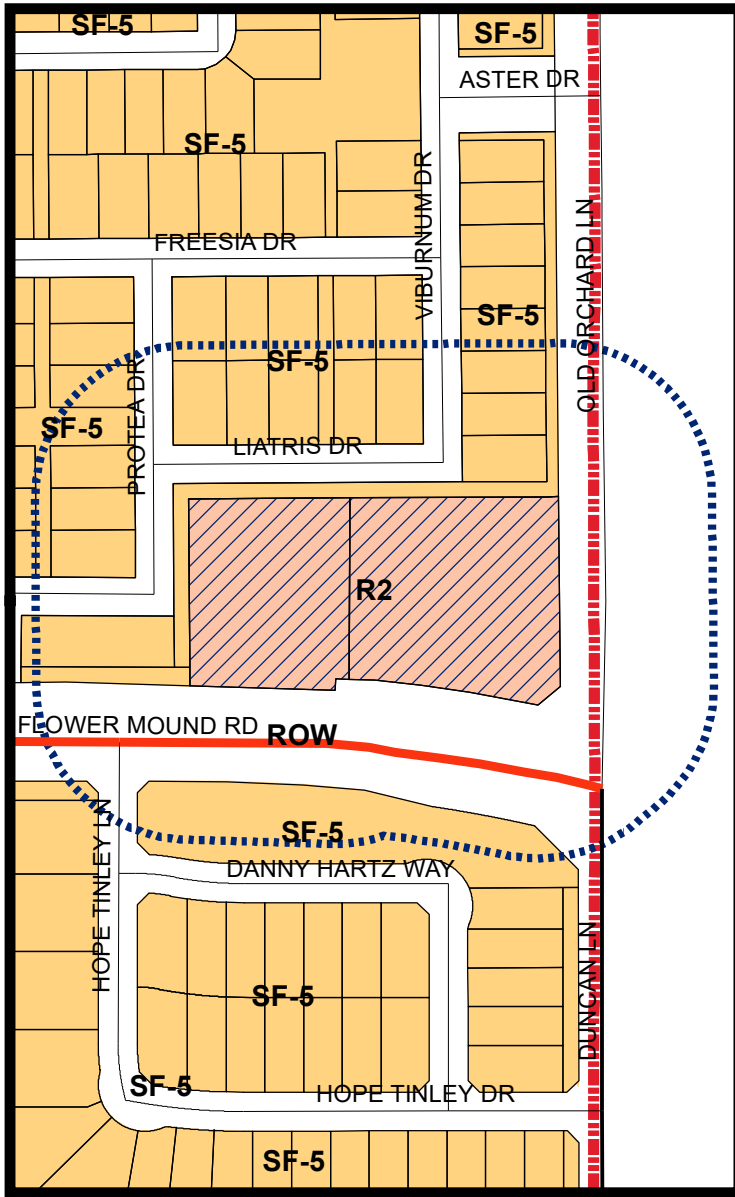
ATTACHMENTS:

1. Zoning & Aerial Map
2. 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



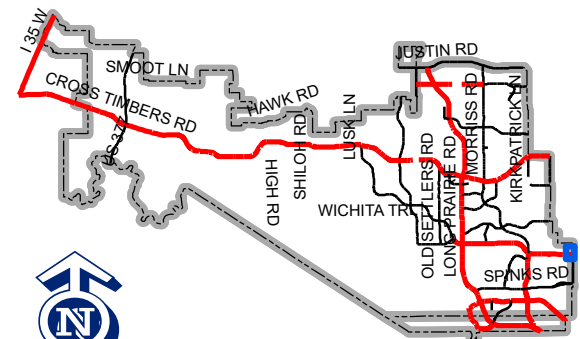
LEGEND

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

0 187.5 375 750 Feet

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

Charco Properties, LP

4300 MacArthur Ave Suite 212

Dallas, TX 75209

214-724-2020

2@sfrinc.com

www.sfrinc.com

Engineer:

Steve Homeyer

Homeyer Engineering

972-906-9985

shomeyer@hei.us.com

Architect:

Jose Labastida

JL Building Systems, LLC

4700 Kemble St.

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 February 2, 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 2ND DAY
OF FEBRUARY, 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 twenty-three feet, seven inches (23'-7") as measured from the average finished grade at the building foundation to the highest point of the roof structure
- 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.

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.
- 3. Loading, delivery, and service bays are subject to Section 82-274, as amended.

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.

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.

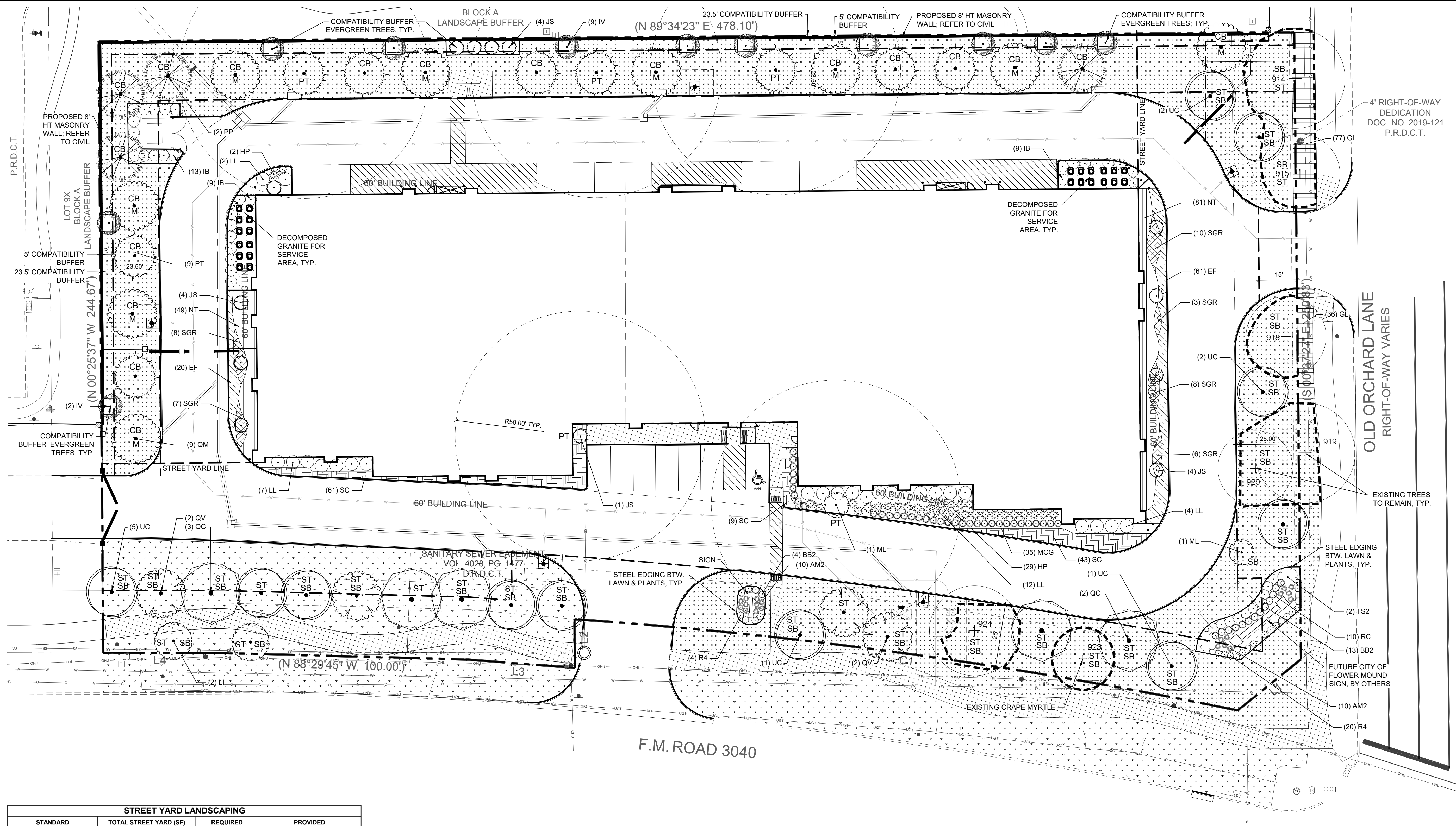
I. SIGNAGE STANDARDS

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.

ORDINANCE NO. _____

PAGE

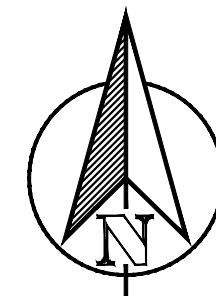
2. Utilize low-intensity LED fixtures that prevent disability glare.
 3. Be fully recessed behind panels and not directly visible
 4. Minimize off-site light spillage
 5. Include dimming capability
- d. A photometric study shall be submitted with the site plan application demonstrating compliance with 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

GRAPHIC SCALE



TREE MITIGATION CALCULATIONS

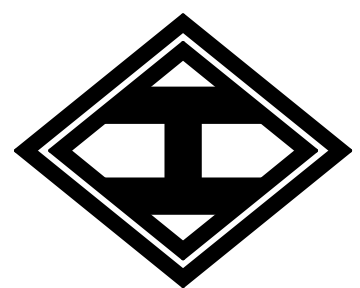
MITIGATION TREES REQUIRED: 9 TREES
 PRESERVED TREE CREDITS: 5
 REPLACEMENT TREES PROVIDED: 9 TREES

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



01/08/26

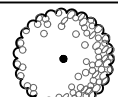
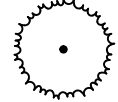
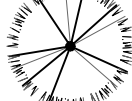
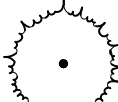
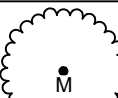
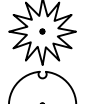
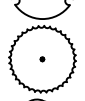
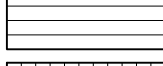
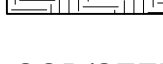
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DATE: 12/04/25

HEI #: 25-0402

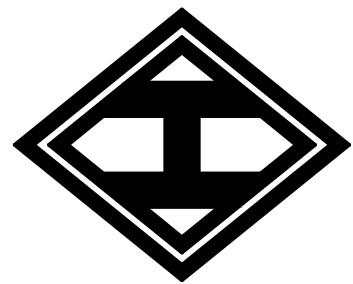
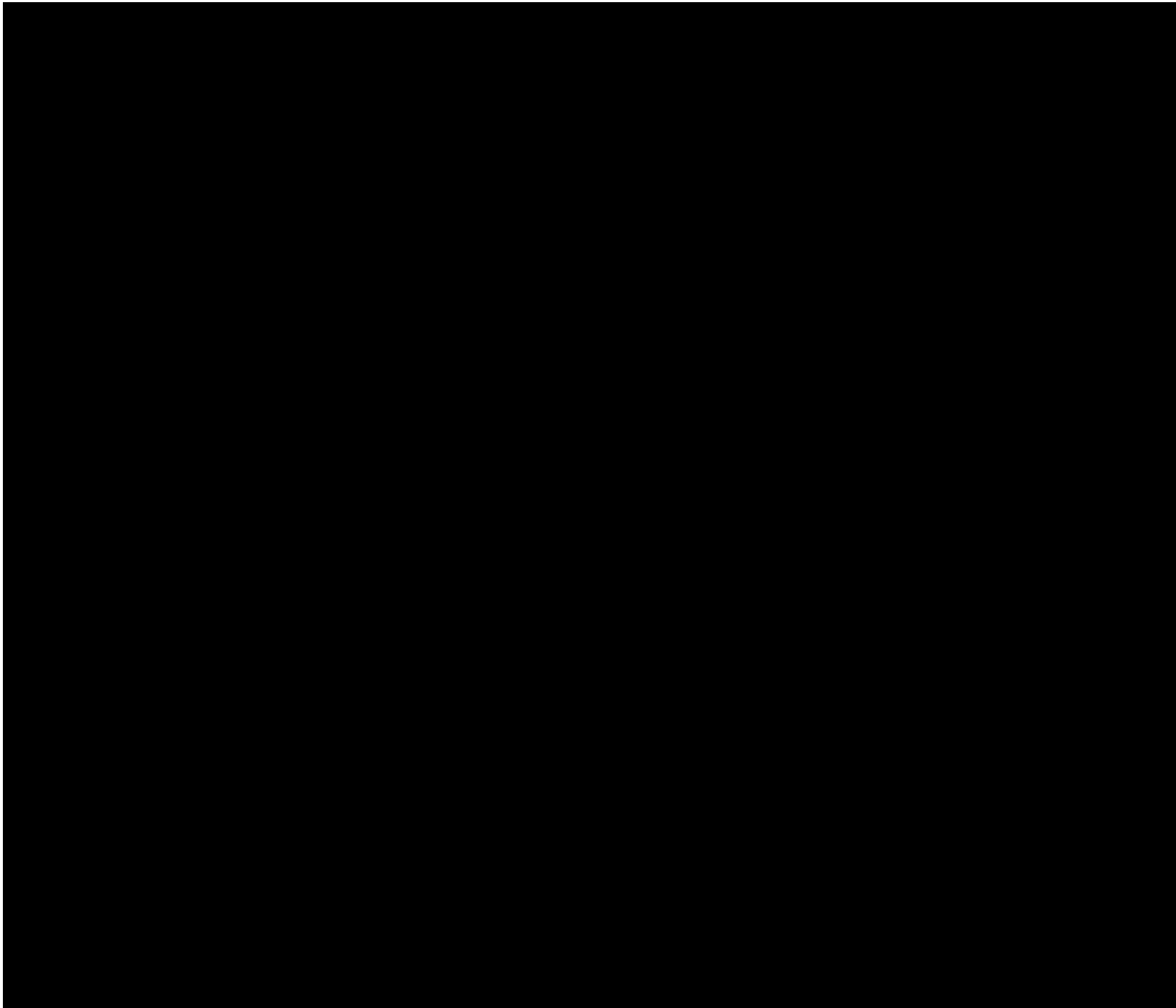
SHEET NO:
 LP-0

PLANT SCHEDULE

<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>QTY</u>	
<u>EVERGREEN TREES</u>						
	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	
<u>LARGE TREES</u>						
	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	
<u>SMALL/ ORNAMENTAL TREES</u>						
	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	
<u>SHRUBS</u>						
	HP	Hesperaloe parviflora / Red Yucca Min. 18" Ht.	5 gal.	Cont.	31	
	IB	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	5 gal.	Cont.	32	
	LL	Leucophyllum langmaniae 'Lynn's Legacy' / Lynn's Legacy Langman's Sage Min. 18" Ht.	5 gal.	Cont.	25	
	RC	Rhamphilepis 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	
<u>GRASSES</u>						
	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	
<u>PERENNIALS</u>						
	AM2	Achillea x 'Moonshine' / Moonshine Yarrow	1 gal.	Cont.	21	
<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>SPACING</u>	<u>QTY</u>
<u>GROUND COVERS</u>						
	EF	Euonymus fortunei / Wintercreeper	1 gal.	Cont.	36" o.c.	81
	GL	Genista lydia / Lydia Broom	1 gal.	Cont.	36" o.c.	113
	NT	Nassella tenuissima / Mexican Feather Grass	1 gal.	Cont.	36" o.c.	130
	SGR	Salvia greggii 'Furmans Red' / Autumn Sage	1 gal.	Cont.	36" o.c.	42
	SC	Santolina chamaecyparissus / Lavender Cotton	1 gal.	Cont.	36" o.c.	113
<u>SOD/SEED</u>						
	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%		
LIVE OAK	10	VIRGINIANA	13.0%	QUERCUS	31.17%
CHINKAPIN OAK	5	CHINKAPIN	6.5%		
CEDAR ELM	11	CRASSIFOLIA	14.3%		
CRAPE MYRTLE	3	LAGERSTROEMIA	3.9%	INDICA	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



01/08/26

DRAWN: JML

DATE: 12/04/25

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, JERIC 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 B 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. 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 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
 - b. 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.
- K. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
 1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS/EDDHYDROMULCH 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.
- L. 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, AT 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.

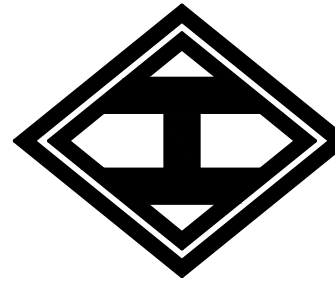
MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 2" THICK LAYER OF 1-1/2" SHREDED 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.

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CHARCO FM STORAGE
2.73 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE
NOTES AND
SPECIFICATIONS

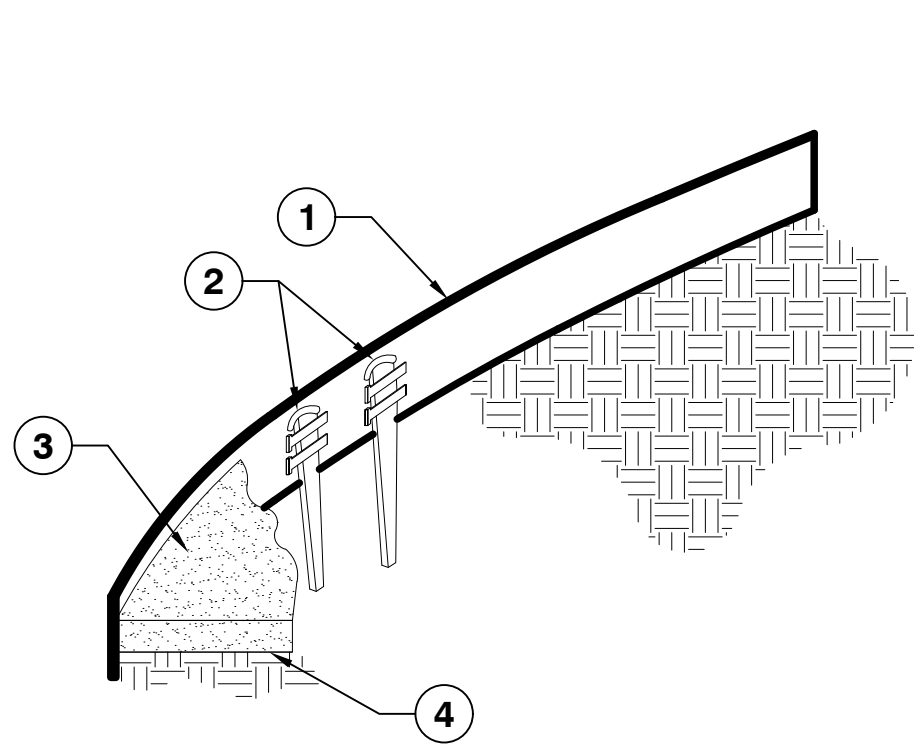


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- 1 STEEL EDGING PER PLANS.
2 TAPERED STEEL STAKES.
3 MULCH, TYPE AND DEPTH PER PLANS.
4 FINISH GRADE.

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.

A STEEL EDGING

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- 1 PLANT CENTER, TYP.
2 EDGE OF PLANTING AREA

NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

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

B TRIANGULAR PLANT SPACING

NTS

000-PL-09



- 1 TYPICAL WALKWAY OR PAVING.
2 TREE TRUNK.
3 LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4 TREE CANOPY.
5 TYPICAL PLANTING AREA.
6 TYPICAL CURB AND GUTTER.

NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

C ROOT BARRIER - PLAN VIEW

NTS

000-PL-12



STAKING EXAMPLES (PLAN VIEW)



NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS REQUIRE STAKES TO KEEP TREES UPRIGHT. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.
6. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.

D TREE PLANTING

NTS

000-PL-06



NOTES:
1. SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

E SHRUB PLANTING

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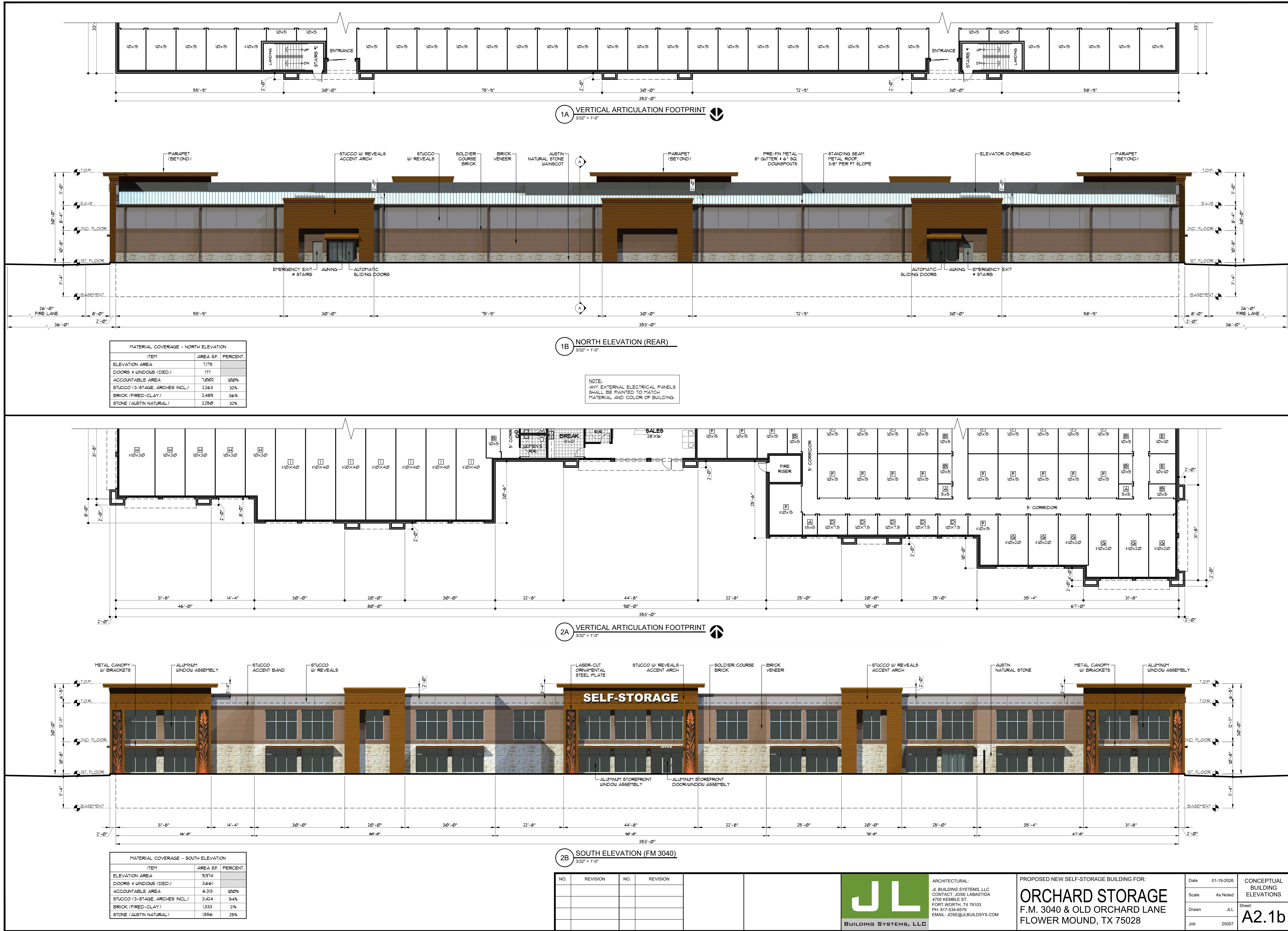
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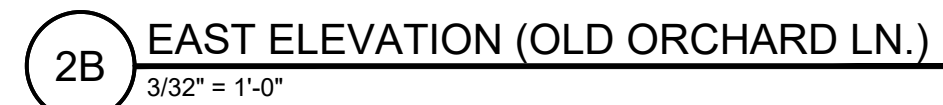
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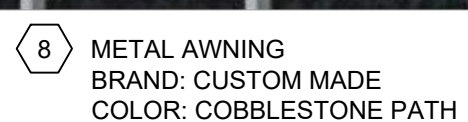
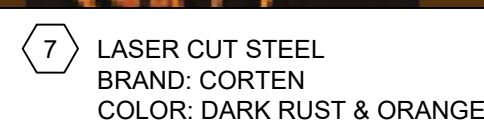
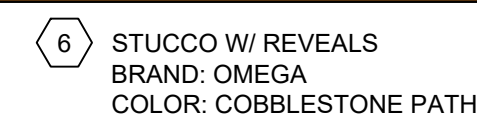
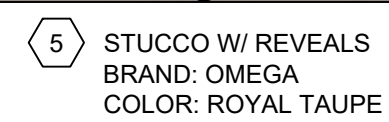
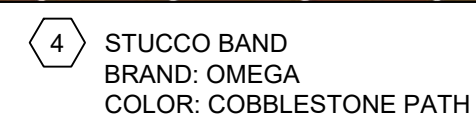
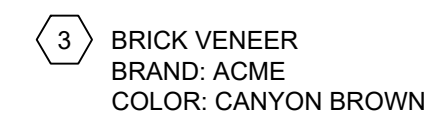
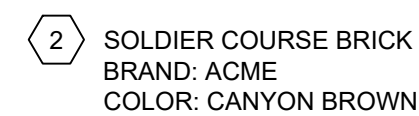




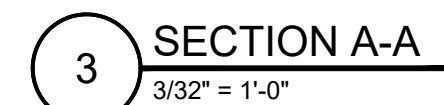
1B WEST ELEVATION
3/32" = 1'-0"



1 'AUSTIN' NATURAL STONE



MATERIAL COVERAGE - EAST ELEVATION		
ITEM	AREA SF.	PERCENT.
ELEVATION AREA	3686	
DOORS & WINDOWS (DED.)	440	
ACCOUNTABLE AREA	3246	100%
STUCCO (3-STAGE, ARCHES INCL.)	1251	39%
BRICK (FIRED-CLAY)	1022	31%
STONE (AUSTIN NATURAL)	913	30%



A2.2b