Town Council Regular Meeting

May 4, 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. PRESENTATION(S)

1. Proclamation- Hometown Hero- Austin Kavrar
2. The Summit Club and Women of Flower Mound donation to the Flower Mound Library of $2,575 to be used towards programs and materials
3. Presentation by Atmos Energy of a donation to the Town in the amount of $15,000 to be utilized for the Summer Reading program.
4. Presentation by the Friends of the Library of a donation to the Town in the amount of $80,000. These funds are to be utilized for the expansion of the Creation Lab and building the Children's play patio.
5. Proclamation for Motorcycle Awareness

E. PUBLIC COMMENT

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

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

To speak to Council during public comment, 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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
   a. Fleet Recognition

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding 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).

I. COORDINATION OF CALENDARS

1. May 13 - Canvass Meeting
2. May 18 - Regular Meeting
3. May 21 - Work Session

J. CONSENT ITEM(S)

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

1. Minutes - 4/16 - Consider approval of the minutes from a work session held on April 16, 2026.
2. Minutes - 4/20 - Consider approval of the minutes from a regular meeting held on April 20, 2026.
3. Ordinance Amendment to Chapter 54 - Parks & Recreation - Consider approval of an ordinance amending Chapter 54, “Parks and Recreation,” of the Code of Ordinances to revise public park hours and regulations.
4. 2026 US Army Corps of Engineer (USACE) solicitation for contract - Consider approval of the 2026 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.
5. Zoom Phone Migration - Consider approval of three (3) agreements with Presidio, Inc., for Zoom Phone system migration services, AudioCodes gateway

and SBC configuration, and Zoom licensing, in the total amount of $417,584.60 over five (5) years; and authorization for the Mayor to execute same on behalf of the Town.

6. CIP Amendment No. 2 - Consider approval of Amendment No. 2 to the Fiscal Year 2025-2026 Capital Improvement Program (CIP).

7. VERF Vehicle Purchase - Public Works - Consider approval of the purchase of one 2026 Ford F-250 SuperCab 4x2 pickup truck with listed options from Sam Pack's Five Star Ford through BuyBoard Cooperative Contract #724-23, for the Public Works Utility Line Maintenance Division, VERF recommendation for a total of $53,671.04.

8. FY 25-26 Budget Amendment #3 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 32-25 and amended by Ordinance No. 51-25 and Ordinance No. 02-26 for adjustments to the General Debt Service Fund, Library Development Fund, and Parks 4B Sales Tax Fund.

K. REGULAR ITEM(S)

1. Solid Waste Contract Amendment - Consider adopting, on second reading, an ordinance amending Ordinance 26-16 of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services. By adding and defining a new residential green waste service, updating observed holidays, revising rates and pricing for services, modifying customer discount provisions, adjusting the annual capital contribution, and establishing a five-year renewal term.

2. PSA Community Activity Center Design - Consider approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for design, engineering, architectural services, providing construction documents, and construction administration services for the Community Activity Center (CAC) Expansion and Renovation project, in the amount of $5,038,840.00; and authorization for the Mayor to execute same on behalf of the Town.

3. Fire Station 6 Construction Award - Consider approval of the GMP (Guaranteed Maximum Price) Amendment — Exhibit A, to the existing AIA A133 Standard Agreement with Crossland Construction Company, Inc. for Fire Station 6 construction services in the amount of $16,354,546.00; and authorization for the Mayor to execute same on behalf of the Town.

4. ZPD25-0008 - Lakeside Crossing Residence Inn - Public Hearing to consider an ordinance for rezoning (ZPD25-0008 – Lakeside Crossing Residence Inn) to amend Planned Development No. 153 (PD-153) with Campus Commercial uses for both residential and non-residential uses to allow for an extended stay hotel, and to include new concept plans and elevations for Lot 1, Block A, Lakeside Crossing, to modify development standards, including modifying standards for Lot 17X, Block B, Lakeside Crossing Town Homes, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway and between International Parkway and Northwood Drive. (PZ recommended denial by a vote of 6 to 0 at its February 9, 2026, meeting.) (Town Council tabled this item to May 4, 2026 by

a vote of 4 to 1 at its April 20, 2026, meeting.) (***The applicant is requesting to table this item at the May 4th, 2026, meeting.***)

L. 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.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

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. Potential Boundary Adjustment Matter

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

2. **Section 551.072: Deliberation Regarding Real Property**
   Discuss and consider purchase, exchange, lease or value of real property for parks, trails, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.

3. **Section 551.074: Personnel Matters**
   Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.

4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
   Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

N. RECONVENE

O. 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 April 28, 2026, by 5:00 p.m.

Traci Henderson, 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

April 16, 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
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. PRESENTATIONS

1. Proclamation of Baby Day at The Flower Mound Public Library on April 18

   Mayor Moore recited the proclamation and presented it to Heather Botelho, Library Youth Services Manager, and Celadon Work, Adult Services Manager.

2. Proclamation of National Library Week April 19-25

Mayor Moore recited the proclamation and presented it to Heather Botelho, Library Youth Services Manager, and Celadon Work, Adult Services Manager.

C. PUBLIC COMMENT

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

	Speaker name and municipality	Subject (as written on the form)
1.	Beth Dillly	Cultural Arts Center
2.	Liz Brannon	Arts Center
3.	Sweetie Bowman	
4.	Clare Harris	Cultural Arts Center
5.	Cindy Jones	Arts Building
6.	Rebecca Wilson	Cultural Arts Center
7.	Ron Miller*	Arts Center
8.	Laverne Amsterdam	Cultural Arts Bldg
9.	Murthy L. Mantha* — Donated time to Laverne Amsterdam	FM Arts Center

** Indicates person did not wish to speak*

D. WORK SESSION ITEM

1. Flower Mound Arts Center - Review and discuss the Flower Mound Arts Center pre-design phase.

Mayor Moore called on Town Manager, James W. Childers, who introduced the item and gave a funding overview identifying or noting:
Tax Reinvestment Zone (TIRZ#1) funding; extension of TIRZ#1; revenue generation in the TIRZ; timing considerations; debt timing solution and use.

Michael Tingley, BORA, gave a presentation identifying or noting:

Project background, support spaces; technical production systems; acoustical needs; and building systems. Aspirational program defined: main theater, flexible studio, multipurpose space, gallery, classrooms, administration, lobby and patron amenities, and back-of-house support.

Site analysis (parking and traffic), site strategy (conceptual relationships), site activation (features, program details and potential, program ranges and revenue generation). Cultural Arts Commission feedback; cost vs budget; aspirational program/program budget; site budget; different options to consider — emphasizing performance, community, main theater, performance, Cultural Arts Commission priority options depending on budget; cost recovery; and phasing strategy.

Richard Miller, Hoefer Welker, gave a presentation identifying or noting:

Market data analysis; local regional facilities; revenue and use opportunities; recommendations; pre-design process overview; takeaways; community input — theater and dance stakeholders, visual arts, music, and community workshop input; and mission.

Town Council, consultants, Kimberly Corbett Oates, Schuler Shook, and staff discussed current interest rates for General Obligation Bonds (GO); how it affects the tax rate; tax note limitations; Voter Approved Tax Rate Election (VATRE); can the project be postponed to avoid a VATRE; other forms of revenue; timeframe for extra/donated funding; programming/seat counts affecting performing acts; operation/business models; touring productions; Broadway/light Broadway productions; outdoor space; site orientation; gallery; multipurpose room; flex studio; future phasing; orchestra pit efficiency; acoustics/lighting costs; building exterior; amenities; option E discussion; stage performers requirements; catering kitchen; stage specifics; dance performance space; amplifications/acoustics; stage flooring; piano storage/proximity; and scenery line productions/drops.

Mayor Moore called up Conner McMains, Music Director and Conductor of the Flower Mound Symphony Orchestra, to speak to stage size for symphony events.

Mr. Childers provided a summary of steps to move forward.

E. ADJOURN

Mayor Moore adjourned the meeting at 8:47 p.m.

TOWN OF FLOWER MOUND, TEXAS

_____

CHERYL MOORE, MAYOR

ATTEST:

_____

TRACI HENDERSON, TOWN SECRETARY

Town Council Regular Meeting

April 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
Chris Drew, Councilmember Place 2 (participating remotely)
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

Town Council member(s) absent:

Town Staff present:

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

B. INVOCATION

Chaplain Speight gave the invocation.

C. PLEDGES

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

D. PRESENTATION(S)

1. Proclamation for Child Abuse Prevention Month

   Mayor Moore recited the proclamation and presented it to Court Appointed Special Advocates (CASA), Board President, Debra Furst and Flower Mound resident and CASA staff member, Ashley Muhlberger.

2. Recognition of the Flower Mound Citizens Academy - Class of 2026

   Anne Carnes, Deputy Town Secretary, gave a presentation identifying or noting:

   Program background; class photos; open enrollment for 2027 class; and reciting of pledge.

   Lastly, Mayor Moore acknowledged retiring Canine Officer Ares.

E. PUBLIC COMMENT

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

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

To speak to Council during public comment, 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

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

	Speaker name and municipality	Subject (as written on the form)
1.	Clayton Flurry	Flower Mound Chamber of Commerce
2.	Clare Harris	Data Center Water Use
3.	Bert Scalzo	Five Issues Village Northshore
4.	Bill Burrow* donated time to Bert Scalzo	

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

There were announcements from the Mayor or Council members regarding:

Congratulations to Flower Mound Citizen's Academy graduates
Peddi Place Amazing FundRacer last Saturday supporting primary pediatric healthcare

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects

3. Organizational Updates

a. Employee Service Recognition

James W. Childer, Town Manager, recognized the following employees:

Fifteen (15) years of service
Clayton Norton, Chief Mechanic Wastewater Treatment Plant

Twenty (20) years of service
Ty Brickford, Supervisor Drainage and Right of Way
Bob Pegg, Town Engineer

Twenty Five (25) years of service
Kip Goodchild, Chief Construction Inspector
Tim Mackling, Fire Captain
Matthew Woods, Director of Environmental Services

b. DFW Clean Cities Coalition Fleet Recognition

Mr. Childers did not provide an update on this item.

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding 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).

Mayor Moore requested a work session on permitting processes.
Staff to provide an informational memo on Data Centers.

I. COORDINATION OF CALENDARS

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

1. May 4 - Regular Meeting

2. May 13 - Canvass Meeting

J. CONSENT ITEM(S)

ACTION:	Adam Schiestel moved to approve the consent agenda. Brian Taylor seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

1. Minutes - 4/8 - Consider approval of the mintues from a special meeting held on April 8, 2026.

2. PSA with Ardurra - WWTP Blower Building No. 2 Rehab - Consider approval of a Professional Services Agreement with Ardurra Group, Inc., for the design phase services associated with the Wastewater Treatment Plant Blower Building No. 2 Rehab project, in the amount of $266,160.00; and authorization for the Mayor to execute same on behalf of the Town.

3. Riding Mower VERF Replacement - Parks - Consider approval of the purchase of one Toro Groundmaster 4300 Riding Mower for the Park Services Division from Professional Turf Products, utilizing the BuyBoard Cooperative Contract # 706-23, in the amount of $86,936.36; and authorization for the Mayor to execute on behalf of the Town.

4. PSA Corrosion Assessment Services Contract - Consider approval of the agreement with Corrpro to provide corrosion control engineering assessment services of the Town’s water and wastewater pipeline distribution system

associated with the Utility Asset Management and Replacement project, in the amount of $156,000.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

Mayor Moore moved to agenda item K.5.

1. Impact Fee Financial Audit - Public Hearing to present the impact fee financial audit, as required by Chapter 395 of the Texas Local Government Code

   Lee Rodriguez, CIP/TIRZ Manager Public Works, gave a presentation identifying or noting:

   Legislation changes; audit details; procedures; and findings.

   Town Council and staff discussed funding by impact fees, required every three years or when impact fees changes, new audit requirement by the legislature; and common findings with the new requirement.

   Mayor Moore opened the public hearing. There being no one wishing to speak, Mayor Moore closed the public hearing.

   No action is required for this item.

   Mayor Moore moved to agenda item K.2.

2. Roadway, Water, & Sewer Impact Fees - Public Hearing to consider the approval of an ordinance adopting updated land use assumptions and updated capital improvements plans, and to update and amend certain provisions of Chapter 42, “Impact Fees,” regarding the imposition of impact fees and amending Appendix A, “Fee Schedule”, accordingly.

   Lee Rodriguez, CIP/TIRZ Manager Public Works, introduced Pete Kelly, Professional Engineer, Kimley Horn, who gave a presentation identifying or noting:

   Land Use Assumptions; Capital Improvement Plans; Roadway Impact Fee CIP Map; growth summary; and maximum fee.

   Conner Manley, Professional Engineer, Kimley Horn, who gave a presentation identifying or noting:

   Water Impact Fee CIP Map; Water Denton Creek and Lakeside reuse system;

Water CIP and growth summary; maximum fee; max accessible impact fee for single-family house breakdown; roadway, water and wastewater - impact fee comparison;

Town Council, consultants and staff discussed cost-drivers, economic incentives, inflation, and the exhibit contents.

Mayor Moore opened the public hearing. There being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION:	Ann Martin moved to approve K.2. as presented in the agenda caption. Adam Schiestel seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

ORDINANCE NO. 08-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY AMENDING CHAPTER 42, “IMPACT FEES,” TO ADOPT UPDATED LAND USE ASSUMPTIONS AND UPDATED CAPITAL IMPROVEMENTS PLANS; PROVIDING AN UPDATE TO CERTAIN PROVISIONS REGARDING THE IMPOSITION OF IMPACT FEES; AMENDING APPENDIX A “FEE SCHEDULE” OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS RELATIVE TO CHAPTER 42 IMPACT FEES; MAKING FINDINGS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Moore moved to item K.4.

3. Solid Waste Contract Renewal - Consider adopting, on first reading, an ordinance amending Ordinance 26-16 of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services. By adding and defining a new residential green waste service, updating observed holidays, revising rates and pricing for services, modifying customer discount provisions, adjusting the annual capital contribution, and establishing a five-year renewal term.

Michael Kramp, Customer Relations Manager, gave a presentation identifying or noting:

Contract background; current service overview; current pricing structure; proposed changes; and green waste.

Jeri Harwell with Republic Waste Services, gave a presentation identifying or noting:
Current and proposed contract partnership items; cost increase; free roll-off hauls; and community involvement.

Town Council, representative and staff discussed changes and price increases; and resident feedback.

ACTION:	Ann Martin moved to approve on first reading, an ordinance amending Ordinance 26-16 of the Town of Flower Mound, Texas, which adopted a Solid Waste Agreement with Republic Services. Brian Taylor seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

Mayor Moore moved to agenda item K.1.

4. SUP25-0008 - JSP Banquets - Public Hearing to consider an ordinance granting Specific Use Permit No. 501 (SUP25-0008 – JSP Banquets) to permit an assembly hall use. The property is generally located west of Morriss Road and south of Littlejohn Court along Flower Mound Road. (PZ recommended approval by a vote of 6 to 0 at its March 9, 2026, meeting).

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

   General and detailed location; land use and zoning; conceptual site plan; site photos; conceptual Landscape Plan and elevations; conditions;

   Applicant representative for Chaluvadi Companies gave a presentation identifying or noting:

   Initiatives, proposed venue, estimated cost, target launch date; company history; project proposal; location photos;

   Town Council, applicant and staff discussed hours of operation and noise mitigation.

   Mayor Moore opened the public hearing. There being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION:	Ann Martin moved to approve K.4. as written. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

ORDINANCE NO. 09-26

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, “LAND DEVELOPMENT REGULATIONS,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 501 (SUP-501) FOR AN ASSEMBLY HALL USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 1.782 ACRES OF LAND AND BEING ALL OF LOT 8, BLOCK 1 OF THE MORRISS COMMONS ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 84 (PD-84) FOR R-2 RETAIL DISTRICT-2 USES; 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.

Mayor Moore returned to agenda item K.5.

5. ZPD25-0008 - Lakeside Crossing Residence Inn - Public Hearing to consider an ordinance for rezoning (ZPD25-0008 – Lakeside Crossing Residence Inn) to amend Planned Development No. 153 (PD-153) with Campus Commercial uses for both residential and non-residential uses to allow for an extended stay hotel, and to include new concept plans and elevations for Lot 1, Block A, Lakeside Crossing, to modify development standards, including modifying standards for Lot 17X, Block B, Lakeside Crossing Town Homes, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway and between International Parkway and Northwood Drive. (PZ recommended denial by a vote of 6 to 0 at its February 9, 2026, meeting.)

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

Location photos, land use and zoning, concept site plan; 2017 approved concept plan; definitions; modifications; parking study data; modifications/exceptions; Planned Development (PD) standards; site photos; landscape plan, conceptual open space plan; conceptual elevations; concept details; and summary.

Jimmy Archie, Realty Capital Management, LLC, gave a presentation identifying or noting:

History of site; objective/goals;branding; lakeside building photos; and parking timing video.

Samir Lakhany, President, SuperHost Hospitality, gave a presentation identifying or noting:

Company overview; surrounding uses; awards; mission/values/vision; portfolio; investments and acquisitions, and development.

Brandon Harris, Director of Development, Marriott, gave a presentation identifying or noting:

Strategic goals; Residence Inn history, growth; brand positioning; target guest; suite size; property amenities; design inspiration; membership; and architectural site photos.

Town Council, developer and staff discussed motion options; summary exception's applicability; footprint size; current hotel/PD requirement, previous 380 agreement/details for this location; traffic; parking spaces; porte-cochere; and parking, future building concerns; agreements; quality of life; destination hotel; better parking; hotel/star ratings; operator franchise agreement; parking mitigation; parking enforcement; future hotels in Lakeside; citizen responses; PZ recommendations; business strategy for Super Host Hospitality; super majority requirement; resident amenities; upscale hotel; roof-top bar; hotel chain scale; market; parking study and hourly parking percentages considering anticipated occupancy; room size/count; concept change amendment requirements; restaurant traffic; and hotel occupancy tax.

Mayor Moore opened the public hearing.

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

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Clayton Flurry	Steven Wood	
2.	Patrick Shaughnessy	Sandeep Sharma	
3.	Roxane Taylor	Carina Vanlaet	
4.	David Stewart	Scott Langley	
5.		Tim Whisenant	
6.		Jennifer Beesley	

7.		Alex Hanashion*	
8.		Elena Johnson	
9.		Mike Thompson	
10.		Warren Snyder	

** Indicates person did not wish to speak*

Mayor Moore closed the public hearing.

Chris Drew left the meeting at 8:23 p.m.
Chris Drew returned to the meeting at 8:25 p.m.

Town Council requested for developer to provide more information including upscale brands and square footage without the extended stay after the remainder of the regular items.

Mayor Moore recessed the meeting at 9:29 p.m.
Mayor Moore reconvened the meeting at 9:42 p.m. and moved to K.3 with the same Town Council members present.

Mayor Moore continued agenda item K.5, after the completion of agenda item K.4.

Applicant Jimmy Archie, provided information to the Town Council reflecting hotel ratings.

Town Council, applicant and staff discussed eliminating the extended stay use; room number; maximum building size; anticipated nightly rate; current zoning without extended stay; hotel quality and citizen engagement; what is allowable by right; parking; and design exception request.

ACTION:	Adam Schiestel moved table this item to the next regular meeting. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	Brian Taylor
ABSTAIN:	None
RESULT:	4 : 1

L. BOARDS/COMMISSIONS

There were no items for this category.

M. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 10:53 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

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

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

   b. Possible boundary adjustment matter

2. **Section 551.072: Deliberation Regarding Real Property**
   Discuss and consider purchase, exchange, lease or value of real property for parks, trails, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.

3. **Section 551.074: Personnel Matters**
   Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.

4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
   Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

N. RECONVENE

The Town Council reconvened into the open meeting at 11:13 p.m. There was no action taken as a result of the closed meeting.

O. ADJOURN

Mayor Moore adjourned the meeting at 11:13 p.m.

TOWN OF FLOWER MOUND, TEXAS

_____
CHERYL MOORE, MAYOR

ATTEST:

_____
TRACI HENDERSON, TOWN SECRETARY

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

DATE: May 4, 2026
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of an ordinance amending Chapter 54, "Parks and Recreation," of the Code of Ordinances to revise public park hours and regulations.**

BACKGROUND:

The proposed ordinance amendment updates the definition of "public park or recreation facility" in two sections of Chapter 54 to provide a more comprehensive and clarified definition reflecting the full range of park facilities and associated areas. Specifically, the revision clarifies that park-related parking areas are included within the definition of a public park or recreation facility. This clarification is necessary to ensure that parking lots within parks are subject to the same regulations as other park areas, including enforcement of park closing hours by the Police Department.

In addition, the amendment incorporates administrative updates resulting from the Town's organizational restructuring that took place in 2018. The position of Executive Director of Community Services was eliminated at that time, and the associated duties are reassigned through this amendment to the Director of Parks and Recreation to align the ordinance with the Town's current organizational structure.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Town Council could choose not to approve the changes and leave the existing definitions for a public park or recreation facility as currently written in the Town's Code of Ordinances.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: Kyndall McAnany, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Parks and Recreation Chapter 54 Amended Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 54, "PARKS AND RECREATION," OF THE CODE OF ORDINANCES BY AMENDING ARTICLE II, "PARK REGULATIONS," TO AMEND THE DEFINITION OF PUBLIC PARKS AND RECREATIONAL FACILITIES AND PRECLUDE PARKING IN PUBLIC PARKS AFTER CLOSING HOURS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES; 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 pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town Council has previously adopted ordinances regulating public parks and recreation facilities within the Town; and,

WHEREAS, the position title of Executive Director of Community Services has been eliminated by administrative reorganization, and the duties previously associated with that position are now assigned to the Director of Parks and Recreation; and

WHEREAS, the Town Council desires to adopt a revised definition of "public parks" that includes the use of parking lots; and

WHEREAS, the Town Council finds and determines that the adoption of this Ordinance is in the best interests of and necessary to protect the health, safety, and welfare of the public;

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

SECTION 1

Section 54-31, "Glass containers and alcoholic beverages," of Division 1, "Generally," or Article II, "Park Regulations," of Chapter 54, "Parks and Recreation," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the definition of "Public park" to read as follows:

> "*Public park or recreation facility*" (when used together or separately) means any park, playground, parking area, recreational facility, recreational area,

or other public land that is owned, leased, operated, or controlled by the town, or over which the town has assumed enforcement responsibilities by ordinance, agreement, or otherwise. Public park or recreation facility includes, but is not limited to, multiuse or multipurpose trail systems (including equestrian trails), athletic fields, beach areas, shore areas, swimming pools, gymnasiums, sports courts, natural areas, open spaces, and other similar recreational or athletic facilities. “Parking area,” as used herein, includes any designated portion of any park or any park road or drive that is set aside for the parking of vehicles.”

SECTION 2

Section 54-71, “Definitions,” of Division 2, “Prohibited Acts,” or Article II, “Park Regulations,” of Chapter 54, “Parks and Recreation,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the definition of Public park or recreational facility to read as follows:

“*Public park or recreation facility*” (when used together or separately) means any park, playground, parking area, recreational facility, recreational area, or other public land that is owned, leased, operated, or controlled by the town, or over which the town has assumed enforcement responsibilities by ordinance, agreement, or otherwise Public park or recreation facility includes, but is not limited to, multiuse or multipurpose trail systems (including equestrian trails), athletic fields, beach areas, shore areas, swimming pools, gymnasiums, sports courts, natural areas, open spaces, and other similar recreational or athletic facilities. “Parking area” includes any designated portion of any park or any park road or drive that is set aside for the parking of vehicles.”

SECTION 3

Section 54-72, “Enumeration of Prohibited Acts,” of Division 2, “Prohibited Acts,” or Article II, “Park Regulations,” of Chapter 54, “Parks and Recreation,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending subsection (q), “Park closures and unauthorized trespass,” to read as follows:

“(q) Park closures and unauthorized trespass.

(1) It shall be unlawful to enter any portion of a public park or recreation facility posted as "Closed - Do Not Enter $50.00 - $500.00 Penalty for Violation" or to enter any public park or recreation facility closed for the night, as described below, unless approved in writing by the director of parks and recreation or his designee.

(2) It shall be unlawful for any person to remain, stay, walk, run, stand, sleep, drive, park, or ride in or about any public park or recreation facility while public parks or recreation facilities are closed for the night, as provided below, except by special permit issued by the director of parks and recreation.”

a. Public parks or recreation facilities shall be closed between the hours of 11:00 p.m. each day and 5:00 a.m. of the following day.

b. The director of parks and recreation, or his designee, is authorized to erect such signage deemed necessary to advise the public of park or recreation facility hours and to erect such physical barriers as shall be necessary to prevent entry, and all city law enforcement personnel are authorized to enforce state criminal trespass laws against those who violate this section.

c. Special permission may be granted by the director of parks and recreation, or his designee, for organized sports or special events that last past the designated hours of operation for the public parks or recreation facilities; and in such event, any public park or recreation facility containing the permitted activity shall remain open until the activity shall cease, at which time the public park or recreation facility shall be closed.

d. This provision regarding public park or recreation facility closing shall not prevent any person from using the town's trail system, even if such trail passes through a town park, provided that while in the public park, such person remains on the trail and is continually and expeditiously traveling along the trail through the public park."

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the 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. If any section, paragraph, sentence, clause, or phrase is declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the Town Council without the incorporation of any such unconstitutional or invalid portion.

SECTION 6

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine in accordance with Section 1-13 of the Code of Ordinances of the Town of Flower

Mound. Each day any such violation exists or continues 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 Code of Ordinances or any ordinances governing the matters addressed herein that have accrued at the time of the effective date of this Ordinance. As to such accrued violations and all pending litigation, whether civil or criminal, both under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption of this Ordinance as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 9

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, 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 _____ DAY OF MAY 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, TOWN ATTORNEY

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

DATE: May 4, 2026
FROM: David Coulon, Police Chief
ITEM: **Consider approval of the 2026 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.**

BACKGROUND: After discussion between representatives of the USACE and Town staff, a Cooperative Agreement for this year was reached. The Cooperative Agreement will allow off-duty police officers to provide police services for Murrell Park and Knob Hill Trail Head at Lake Grapevine on Fridays, Saturdays, Sundays and holidays. The additional patrol of the parks provides citizens using the park a safer environment. The USACE will reimburse the Flower Mound Police Department a total contract price of $54,920.41 which is $108.28 per hour for labor for 488 hours, and $2079.77 total for vehicle cost. The period covered is weekends and holidays from Sunday, May 17, 2026 through Saturday, September 19, 2026 as follows: 8 hours on Fridays and Sundays (1500-2330),10 hours on Saturdays (1300-2330) and 10 hours on holidays (5/25 1130-2200; 7/4 1330-0000; 9/7 1130-2200).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

FISCAL IMPACT: $

Proposed Expenditure/(Revenue)	**Account Number(s):**
$0 due to revenue offsetting expenditures	100-XXX-XXXXX-XXXX
$ (54,920.41)	100-4605
$54,920.41	100-various expense accounts

LEGAL REVIEW: A 2019 legal opinion determined this agreement does not require annual review based on the Town Charter given the only changes are compensation, times and dates of service. George Staples of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the solicitation for contract as to form and legality.

ATTACHMENTS:
1. 2026 US Army Corps of Engineer (USACE) Solicitation for Contract

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

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

13 April 2026

Deputy Chief Daniel Almond
4150 Kirkpatrick Lane
Flower Mound, Texas 75028
Daniel.Almond@flowermound.gov
margaret.mulcahy@flower-mound.com

Dear Deputy Chief Almond,

Attached is Solicitation No. W9126G26QA047 for the requirement of police services for the project, FY26 Contract for Increased Law Enforcement for the Grapevine Lake lying within the Town of Flower Mound, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **10:00 AM CST, Friday, 24 April 2026.** Please submit your quote via email to Baisy J. Lanzo, baisy.j.lanzo@usace.army.mil.

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Baisy J. Lanzo, Contract Specialist at (817) 659-6355.

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

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

Sincerely,

VEGA.MICHAEL.ANTHONY.1019349973
Digitally signed by VEGA.MICHAEL.ANTHONY.1019349973
Date: 2026.04.13 17:15:57 -05'00'

Michael A. Vega
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	74

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W9126G26QA047	14 APR 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	BAISY LANZO	(817) 659-6355	24 APR 2026 10:00 AM

9. ISSUED BY	CODE	W9126G
W076 ENDIST FT WORTH KO CONTRACTING DIVISION, 819 TAYLOR ST BOX 17300 FORT WORTH, TX 76102-6124 UNITED STATES BAISY LANZO, EMAIL: BAISY.J.LANZO@USACE.ARMY.MIL TELEPHONE: (817) 659-6355		

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 922120

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING
☒ SEE SCHEDULE		☐	14. METHOD OF SOLICITATION: ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
ARMY CORPS OF ENGINEERS CIVIL WORKS GRAPEVINE PROJECT OFFICE, 110 FAIRWAY DR ATTN CESWF-OD-GR GRAPEVINE, TX 76051-3495			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER				

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED . ____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Cheryl Moore, Mayor			

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	This is a non-personal service(s) contract to provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services in Grapevine Lake Reservoir lying within the Town of Flower Mound as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract. Pricing Arrangement: Firm Fixed Price	488	Hours		

Continuation of Description

Requirements

This is a non-personal service(s) contract to provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

0001
Product Service Code : R499
North American Industry Classification System (NAICS) : 922120

PRICING SHEET; INCREASED LAW ENFORCEMENT SERVICES

Grapevine Lake Bid Schedule For Increased Law Enforcement Services

Base Year **17-May-26** **19-September-26**

ITEM	DESCRIPTION	EST	U/M	Unit Price	Total
0001AA	Labor Cost	488	Hours	$ 108.28	$52840.64
0001AB	Vehicle Cost (3 Year Avg.)	2849	Miles	$0.73	$2079.77
TOTAL BASE YEAR 1					**$54920.41**

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Town of Flower Mound
Grapevine Lake
2026

Part 1
General Information

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

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

1.2 Background: To provide a specific level of increased law enforcement services for parts of Grapevine Lake Reservoir lying within the Town of Flower Mound for the purpose of enforcement of State and local criminal and civil laws.

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

1.4 Objectives: The objective of this contract is to provide enforcement of state and local laws, assist in monitoring visitor use to increase public safety, and assist Corps of Engineers rangers with visitor assistance if requested.

1.5 General Information:

1.5.1 Quality Control Plan (QCP): RESERVED

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

1.5.3 Recognized Holidays: The following provides information on recognized holidays for the purpose of the PWS. If submittal of any documentation (e.g. deliverables, submittals, etc.) deadlines fall on a holiday, the closest work day prior to the holiday will apply as the deadline for submittal.

1.5.3.1 U.S. Holidays: Work shall be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

New Year's Day January 1st
Presidents Day 3rd Monday in February
Juneteenth June 19th
Labor Day 1st Monday in September
Veteran's Day November 11th
Christmas Day December 25th
M. L. King Memorial Day 3rd Monday in Jan
Memorial Day last Monday in May
Independence Day July 4th
Columbus Day 2nd Monday in October
Thanksgiving Day 4th Thursday in November

1.5.4 Operating Hours: The Government facility office hours, facility operating hours, and the Contractor support hour requirements often coincide, however, they may differ. Please refer to the following.

1.5.4.1 Government Facility Office Hours: The Government facility office (Lake Project Office) hours are 0800 to 1630 and Monday through Friday except U.S. Holidays identified in paragraph 1.5.3.1 above or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.5.4.2 Government Facility Operating Hours: The Government facility (Murrell Park) operating hours occur between the hours of 0600 to 2200 and Monday through Sunday. The Government facility is open for operations during the recognized U.S. Holidays identified in paragraph 1.5.3.1 above. The Government facility may close due to local or national

emergencies, administrative closings, or similar Government directed facility closings and will be communicated by the Contracting Officer to the Contractor.

1.5.4.3 Contractor Support Hours: The Contractor shall provide support between the hours of 1500 – 2300 on Fridays, 1300 – 2300 on Saturdays, and 1500 – 2300 on Sundays. The Contractor shall maintain an adequate workforce at all times, for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

1.5.4.3.1 Contractor Work Plan: RESERVED

1.5.5 Training Holidays: RESERVED

1.5.6 Place of Performance: The work to be performed under this contract will be performed by vehicular patrol by the contractor of the interior roads of Murrell Park, Knob Hills Trailhead Access and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Town of Flower Mound limits

1.5.7 Special Qualifiactions: All Contractor personnel shall be certified and licensed Texas Peace Officers.

1.6 Security Requirements: The following information is provided on security related matters.

1.6.1 Security Program: RESERVED

1.6.2 Personnel Security Clearance Requirements: RESERVED

1.6.3 Installation Access: RESERVED

1.6.3.1 Installation Pass Log: RESERVED

1.6.3.2 Individual Termination or Expiration of Employment: RESERVED

1.6.3.3 Contract Termination or Cancellation: RESERVED

1.6.3.4 Common Access Cards (CAC) and CAC Log: RESERVED

1.6.4 Background Checks: RESERVED

1.6.4.1 U.S. Citizen: RESERVED

1.6.4.2 Local Nationals and Third Country Nationals: RESERVED

1.6.5 Physical Security: RESERVED

1.6.6 Operations Security (OPSEC) Requirements: Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately report suspicious activities to security personnel.

1.7 Key Control: RESERVED

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

1.8.1 An appropriate orientation for all participating contract personnel will be conducted by the USACE Grapevine Lake staff to familiarize the contractor with the polices and procedures or the Corps, and to familiarize Corps personnel with the functions and duties of the contract law enforcement agency.

1.9 Contracting Officer's Representative (COR): RESERVED

1.10 Key Personnel: The following personnel are considered key personnel by the Government: *Andrew Jasper, Grapevine Lake Lead Park Ranger and John Mathney, Grapevine Lake Manager.* Within ten days of award the contractor should provide a point of contact responsible for the performance of the work and a point of contact responsible for any modifications of the contract.

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

1.12 Contractor Identification Badges: RESERVED

1.13 Contractor Travel: RESERVED

1.14 Other Direct Costs (ODCs): RESERVED

1.15 Data Rights: RESERVED

1.16 Non-Disclosure Requirements: RESERVED

1.17 Protection of Government and Contract Information: Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at

www.dimoc.mil/resources/limitations/ , the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

1.18 Non-Disclosure Statements: RESERVED

1.19 Organizational Conflict of Interest (OCI): RESERVED

1.20 Phase In /Phase Out Period: RESERVED

1.21 Safety: The following provides information pertaining to Safety and Accident Prevention:

***1.21.1 Laws and Regulations*:** The Contractor shall comply with FAR 52.236-13, Accident Prevention (November 1991), the references contained therein *(e.g. U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)).*

1.22 Environmental Compliance: RESERVED

1.23 Required Training: The following provides information on training requirements.

1.23.1 Anti-Terrorism (AT) Level I Training: See section 1.6 for applicability and requirements.

1.23.2 OPSEC Training: See section 1.6 for applicability and requirements.

1.23.3 iWATCH Training: See section 1.6 for applicability and requirements.

1.23.4 Information Assurance (IA) Training: See section 1.6 for applicability and requirements.

1.23.5 Personally Identifiable Information (PII): See section 1.6 for applicability and requirements.

1.24 Notice to Proceed: The notice to proceed will be provided as indicated below

_____☐ *The effective date of contract will constitute the date of notice to proceed*
_____☐ *A notice to proceed letter will be issued*
_____☐ *The date of the letter transmitting the contract will constitute the date of the notice to proceed*

1.25 Government Property and Services: RESERVED

PART 2
DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

2.1 Definitions: Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

Contracting Officer – means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

Contracting Officer's Representative (COR) – As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: "Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer's technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management." In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, "…These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs."

Contractor – means a supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contractor-acquired Property - means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

Day – means, unless otherwise specified, a calendar day.

Defective Service – means a service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable – means anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

Government-furnished Property – As reflected in FAR 52.245-1, Government-furnished Property "means property in the possession of, or directly acquired by, the Government and

subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract

Government Property - means all property owned or leased by the Government.Government property includes both Government-furnishedand Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Property Administrator - means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

High Level Objective (HLO) – means a key overarching result-based objective for a project necessary to achieve the project's vision. HLOs are similar to Level 2 in a Work Breakdown Structure. Each HLO may contain several statements to flesh out the areas necessary to meet the objective.

Physical Security – means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft.

Quality Assurance – (or Government contract quality assurance) means the various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP) – means the key Government-developed surveillance process document, and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate, and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

Quality Control – means all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Statement – means the specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement, and the required action(s). Statements focus on

"what" is to be accomplished; however they are not prescriptive in describing "how" the outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

Subcontractor – means one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

Work Day - The number of hours per day the Contractor provides services in accordance with the contract.

Work Week - Monday through Friday, unless otherwise specified.

2.2 Acronyms: Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR	Alternate Contracting Officer's Representative
AE	Army in Europe
AFARS	Army Federal Acquisition Regulation Supplement
AHA	Activity Hazard Analysis
AOR	Area of Responsibility
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAC	Common Access Card
CCE	Contracting Center of Excellence
CFE	Conventional Forces Europe
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense
FAR	Federal Acquisition Regulation
FRG	Federal Republic of Germany
GFP	Government Furnished Property
HLO	High Level Objective
HIPAA	Health Insurance Portability and Accountability Act of 1996
IA	Information Awareness
IAC	Installation Access Control
IACO	Installation Access Control Office

ID	Identification
IGCE	Independent Government Cost Estimate
IT	Information Technology
JTR	Joint Travel Regulation
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operations Security
PA	Property Administrator
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RA	Requiring Activity
RCO	Regional Contracting Office
SIGE	Safety and Health Protection Plan
TE	Technical Exhibit
USAG	United States Army Garrison
USAREUR	United States Army Europe
UOM	Unit of Measure

PART 3
GOVERNMENT PROPERTY (GP) AND SERVICES

3. Government Property and Services

3.1 Services: RESERVED

3.2 Facilities: RESERVED

3.3 Utilities: RESERVED

3.4 Equipment: RESERVED

3.5 Special Tooling and Test Equipment: RESERVED

3.6 Materials: RESERVED

3.7 Training: RESERVED

3.8 Common Access Cards (CAC): RESERVED

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Property and Services

4.1 General: The Contractor shall furnish all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform services as described in the PWS and associated contract documents, except for those items specified in Part 3 Government Property and Services.

4.2 Secret Facility Clearance: RESERVED

4.3 Materials: RESERVED

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

4.5 Background Checks: RESERVED

PART 5
SPECIFIC TASKS

5.1 Basic Services: The Contractor shall provide services for additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.

5.2 Tasks: Tasks consist of the following:

(a) Vehicular patrol by the contractor of the interior roads of Murrell Park, Knob Hills Trailhead Access and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Town of Flower Mound limits.

(b) Contractor will make contact with a Park Ranger at gatehouse to exchange contact info at beginning of the shift each day of the contract. If a Park Ranger is otherwise unavailable, contact info will be left with the gate attendant.

5.3 Service Contract Reporting: RESERVED

PART 6
APPLICABLE PUBLICATIONS

6. **Applicable Publications (Current Editions):** The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

6.1.1 Department Of Defense Contract Security Classification Specification (DD Form 254)
6.1.2 Department of Defense Security Agreement (DD Form 441)
6.1.3 National Industrial Security Program Operating Manual (DoD 5220.22-M)
6.1.4 Installation Access Control (AE Reg 190-16)
6.1.5 The Army Physical Security Program (AR 190-13)
6.1.6 Contractor Identification (AE Reg 27-715)
6.1.7 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
6.1.8 Information Assurance Workforce Improvement Program (DoD 8570-M)
6.1.9 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)
6.1.10 Information Assurance (AR 25-2)
6.1.11 Electromagnetic Compatibility Directive (2004/108/EC)
6.1.12 Policies and Procedures for Property Accountability (AR 735-5)

PART 7
ATTACHMENT AND TECHNICAL EXHIBIT LISTING

7. Attachment and Technical Exhibit List

7.1 Technical Exhibit A – Performance Requirements Summary

7.2 Technical Exhibit B – Deliverables Schedule

7.3 Attachment 1 – Estimated Workload Data

7.4 Attachment 2 – Patrol Schedule

7.7 Attachment 3 – Hours By Month

7.8 Attachment 4 – Schedule of Days Worked by Month

7.9 Attachment 5 – Daily Enforcement Action Summary

TECHNICAL EXHIBIT A
Performance Requirements Summary (PRS)

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
PRS#1 – Para 1.1 The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.	The contractor provided visible presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries and Daily Law Enforcement Logs turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT B

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/ Format	Submit To
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity.	Submitted to Corps by the 5th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice submitted to Corps QA POC	PDF via Email	Andrew Jasper Andrew.S.Jasper@usace.army.mil
Daily Enforcement Action Summaries (Paragraph 1.5.2)	To Corps with monthly invoice	One copy submitted to Corps QA POC	PDF via Email	Andrew Jasper Andrew.S.Jasper@usace.army.mil
Daily Law Enforcement Log (Paragraph 1.5.2)	To Corps with monthly invoice	One copy submitted to Corps QA POC	PDF via Email	Andrew Jasper Andrew.S.Jasper@usace.army.mil

ATTACHMENT 1
ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Contracted Law Enforcement Officer	Hours	488

ATTACHMENT 2
PATROL SCHEDULE

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1500-2330	8	1	1
SATURDAY	1300-2330	10	1	1
SUNDAY	1500-2330	8	1	1
Holidays:				
MAY 25th Memorial Day	1130-2200	10	1	1
JULY 4th Independence Day	1330-2400	10	1	1
SEPTEMBER 7th Labor Day	1130-2200	10	1	1

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

ATTACHMENT 3
HOURS BY MONTH

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

Shift Day	Hours	Days	Total
Fridays	8	18	144
Saturdays	10	17	170
Sundays	8	18	144
Memorial Day 25 May	10	1	10
Independence Day 4 July	10	1	10
Labor Day 7 September	10	1	10
		Grand Total	**488**

Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	**8**	**10**	**8**	**10**	
May	16	20	24	10	70
June	32	40	32	0	104
July	40	30	32	10	112
August	32	50	40	0	122
September	24	30	16	10	80
				Total Hours	**488**

ATTACHMENT 4
SCHEDULE OF DAYS WORKED BY MONTH

- Days Total

MAY: 17, 22-25, 29-31 (Includes Memorial Day Holiday) = **8 days**

JUNE: 5-7, 12-14, 19-21, 26-28 = **12 days**

JULY: 3-5, 10-12, 17-19, 24-26, 31 (Includes 4th of July) = **13 days**

AUGUST: 1-2, 7-9, 14-16, 21-23, 28-30 = **14 days**

SEPTEMBER: 4-7, 11-13, 18-19 (Includes Labor Day = **9 days**

ATTACHMENT 5
DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Flower Mound Police Department PROJECT: Grapevine Lake

OFFICERS NAME: _____ DATE: _____

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

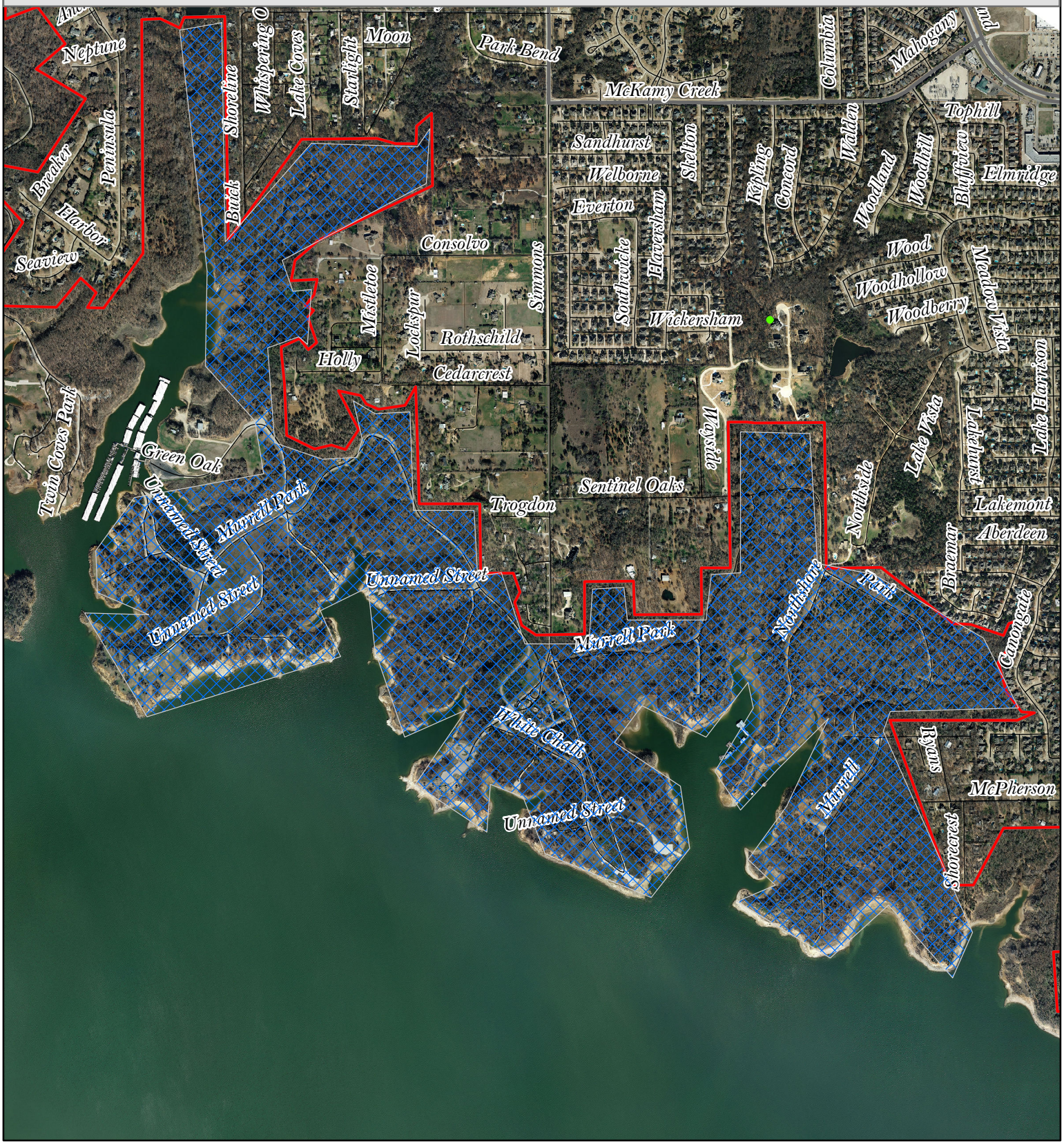
ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

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

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

Officer Number: _____ Date: _____ Signature:_____

Increased Law Enforcement Patrol Map
Grapevine Lake - Murrell Park



1,500 750 0 1,500 Feet

Legend

Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

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

US Army Corps of Engineers ®
Fort Worth District

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



520 260 0 520 Feet

Legend

Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

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

US Army Corps of Engineers ®
Fort Worth District

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Officers providing service under this contract are required to complete and submit a Daily Law Enforcement Log documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement logs will then be submitted to the Lake Project Manager or his Project Personnel Representative. DoDAAC: 967426 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS GRAPEVINE PROJECT OFFICE, 110 FAIRWAY DR ATTN CESWF-OD-GR GRAPEVINE, TX 76051-3495 UNITED STATES John L Matney

Continuation of Deliveries or Performance

0001	**Delivery Schedule** Delivery Period From 17 May 2026 to 19 Sep 2026 **Quantity** 488 Hours **Address and POC** Place of Performance DoDAAC: 967426 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS GRAPEVINE PROJECT OFFICE, 110 FAIRWAY DR ATTN CESWF-OD-GR GRAPEVINE, TX 76051-3495 UNITED STATES John L Mathney **Period of Performance** From 17 May 2026 To 19 Sep 2026

Contract Clauses

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Terms and Conditions-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

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

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

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.

C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S. C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) Payment-

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) Interest.

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

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if-

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for

interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S. C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

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

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or

any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

the ordinary course of business or pursuant to a provision of law.

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

(End of clause)

52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02

Service Contract Labor Standards (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Contractor, when this clause is used in any subcontract, must be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor must be paid not less than the minimum monetary wages and must be

furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor must classify any class of service employee which is not listed therein and which is to be employed under the contract (i. e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees must be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure must be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor must submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer must review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division must be transmitted to the Contracting Officer who must promptly notify the Contractor of the action taken. Each affected employee must be furnished by the Contractor with a written copy of such determination or it must be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example,

be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor must advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract must in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause must be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division must make a final determination of conformed classification, wage rate, and/or fringe benefits which must be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract must be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and /or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such

determination must be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination must be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract must notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or must post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) must be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor must not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute must make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each

employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor must also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, must take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor must unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer must withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to

comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor must report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report must be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements must be reported promptly after negotiation thereof.

(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor must furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list must also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer must turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Representation.

(1) By entering into this contract, the Contractor (and officials thereof) represents that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S. C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by

the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program must be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices must not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification must not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit must not exceed $1.34 per hour beginning January 1,1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	2026-02

Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Feb 2026) (Deviation 2026-O0038)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U. S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in

social security and unemployment taxes and workers' compensation insurance, but must not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative must have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038)	2026-02

Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Feb 2026) (Deviation 2026-O0038)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with-

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it must not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative must, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02

Combating Trafficking in Persons (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item -

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation

of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons

including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not-

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United

States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor must, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities

prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02

Paid Sick Leave Under Executive Order 13706 (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)-

Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee -

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor must-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer must, upon his or her own action or upon written

request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping.

(1) The Contractor must make and maintain, for no less than three (3) years from the

completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close

association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and /or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor must not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor must not discharge or in any other manner discriminate against any employee for-

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) Notice. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05

Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

(a) Definitions. As used in this clause-

"Driving"-

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10

Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the

term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient

to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03

Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 33.107(b), substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

Applicable Law for Breach of Contract Claim (Feb 2026) (Deviation 2026-O0038)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective

Date

252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the

Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S. C. 2105(c).

(End of clause)

252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01

ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)

(a) Definition. As used in this clause-

"Military installation" means a base, camp, post, station, yard, center, or other activity under the

jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed-

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at https://jko.jten.mil/ or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

information residing therein.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at https://csrc.nist.gov/publications/sp800) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

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

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management

Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/documents-templates/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious

software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall-

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

(2) Require subcontractors to-

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

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

(End of clause)

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01

PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

"Person" means-

(1) A natural person, corporation, company, business association, partnership, society, trust, or

any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) or (2) of this definition.

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

(c) The Contractor shall-

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products.

(End of clause)

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from

the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7010 Levies on Contract Payments. 2006-12

LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide-

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including-

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.217-9	Option to Extend the Term of the Contract. (Tailored)	2000-03

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		

PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023)

(a) Definitions. As used in this clause-

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Miscellaneous text in this section has been added to:

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	PWS_ILE_FlowerMnd_A02	Performance Work Statement		10 Apr 2026			Attachment	No
0002	WD_2015-5227_Rev27_03Dec2025_B04	Wage Determination		10 Apr 2026			Attachment	No
0003	PRICING SHEET_ILE_FlowerMnd_A02	Pricing Sheet		13 Apr 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		

System for Award Management-Registration (Feb 2026) (Deviation 2026-O0038)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management-Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror.

Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management-Maintenance, of this solicitation.

(b) Identifiers. The Offeror shall obtain and provide the following identifying information:

(1) Unique entity identifier (UEI).

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) Taxpayer identification number (TIN).

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) Commercial and Government Entity (CAGE) code.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for-

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) Representations and certifications.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date

52.204-5 Women-Owned Business (Other Than Small Business) Oct 2014
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation Nov 2015
52.209-5 Certification Regarding Responsibility Matters Aug 2020
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law Feb 2016
52.219-1 Small Business Program Representations Feb 2024
52.219-1 Alt I Small Business Program Representations, with its Alternate I Feb 2024
52.219-1 Alt II Small Business Program Representations, with its Alternate II Mar 2023
52.226-2 Historically Black College or University and Minority Institution Representation Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) Other information. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		

REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05

REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) Definitions. As used in this provision-

"Agency or instrumentality of the government of Venezuela," "business operations," "government of Venezuela," and "person" have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an

authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

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

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5227
Revision No.: 27
Date Of Last Revision: 12/03/2025

State: Texas

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.73
01012 - Accounting Clerk II		22.14
01013 - Accounting Clerk III		24.77
01020 - Administrative Assistant		37.35
01035 - Court Reporter		27.34
01041 - Customer Service Representative I		16.61
01042 - Customer Service Representative II		18.12
01043 - Customer Service Representative III		20.34
01051 - Data Entry Operator I		17.44
01052 - Data Entry Operator II		19.03
01060 - Dispatcher, Motor Vehicle		22.57
01070 - Document Preparation Clerk		18.70
01090 - Duplicating Machine Operator		18.70
01111 - General Clerk I		16.40
01112 - General Clerk II		17.90
01113 - General Clerk III		20.09
01120 - Housing Referral Assistant		24.98
01141 - Messenger Courier		18.20
01191 - Order Clerk I		19.31
01192 - Order Clerk II		21.07
01261 - Personnel Assistant (Employment) I		19.75
01262 - Personnel Assistant (Employment) II		22.09
01263 - Personnel Assistant (Employment) III		24.62
01270 - Production Control Clerk		26.43
01290 - Rental Clerk		17.40
01300 - Scheduler, Maintenance		20.03
01311 - Secretary I		20.03
01312 - Secretary II		22.41
01313 - Secretary III		24.98
01320 - Service Order Dispatcher		20.18
01410 - Supply Technician		37.35
01420 - Survey Worker		21.67
01460 - Switchboard Operator/Receptionist		17.54
01531 - Travel Clerk I		21.10
01532 - Travel Clerk II		23.67
01533 - Travel Clerk III		26.35
01611 - Word Processor I		18.10
01612 - Word Processor II		20.32
01613 - Word Processor III		22.73
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.94
05010 - Automotive Electrician		24.33

05040 - Automotive Glass Installer	23.07
05070 - Automotive Worker	23.07
05110 - Mobile Equipment Servicer	20.09
05130 - Motor Equipment Metal Mechanic	25.62
05160 - Motor Equipment Metal Worker	23.07
05190 - Motor Vehicle Mechanic	25.62
05220 - Motor Vehicle Mechanic Helper	18.35
05250 - Motor Vehicle Upholstery Worker	21.81
05280 - Motor Vehicle Wrecker	23.07
05310 - Painter, Automotive	24.33
05340 - Radiator Repair Specialist	23.07
05370 - Tire Repairer	17.87
05400 - Transmission Repair Specialist	25.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.14
07041 - Cook I	17.13
07042 - Cook II	19.68
07070 - Dishwasher	14.82
07130 - Food Service Worker	14.54
07210 - Meat Cutter	17.60
07260 - Waiter/Waitress	12.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.46
09040 - Furniture Handler	12.67
09080 - Furniture Refinisher	20.62
09090 - Furniture Refinisher Helper	15.56
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	18.68
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.23
11060 - Elevator Operator	16.61
11090 - Gardener	24.30
11122 - Housekeeping Aide	16.61
11150 - Janitor	16.61
11210 - Laborer, Grounds Maintenance	18.08
11240 - Maid or Houseman	15.21
11260 - Pruner	15.97
11270 - Tractor Operator	22.20
11330 - Trail Maintenance Worker	18.08
11360 - Window Cleaner	18.81
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	26.71
12012 - Certified Occupational Therapist Assistant	38.45
12015 - Certified Physical Therapist Assistant	37.56
12020 - Dental Assistant	22.52
12025 - Dental Hygienist	44.25
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	23.88
12072 - Licensed Practical Nurse II	26.71
12073 - Licensed Practical Nurse III	29.77
12100 - Medical Assistant	19.31
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	21.64
12190 - Medical Record Technician	24.21
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	49.62
12221 - Nursing Assistant I	14.59
12222 - Nursing Assistant II	16.42
12223 - Nursing Assistant III	17.92
12224 - Nursing Assistant IV	20.11
12235 - Optical Dispenser	19.50
12236 - Optical Technician	18.01

12250 - Pharmacy Technician		21.78
12280 - Phlebotomist		21.45
12305 - Radiologic Technologist		38.14
12311 - Registered Nurse I		29.38
12312 - Registered Nurse II		35.93
12313 - Registered Nurse II, Specialist		35.93
12314 - Registered Nurse III		43.47
12315 - Registered Nurse III, Anesthetist		43.47
12316 - Registered Nurse IV		52.12
12317 - Scheduler (Drug and Alcohol Testing)		33.09
12320 - Substance Abuse Treatment Counselor		27.74
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		22.72
13012 - Exhibits Specialist II		28.14
13013 - Exhibits Specialist III		34.41
13041 - Illustrator I		24.95
13042 - Illustrator II		30.91
13043 - Illustrator III		36.88
13047 - Librarian		33.40
13050 - Library Aide/Clerk		15.50
13054 - Library Information Technology Systems Administrator		30.16
13058 - Library Technician		18.71
13061 - Media Specialist I		21.77
13062 - Media Specialist II		24.35
13063 - Media Specialist III		27.13
13071 - Photographer I		19.31
13072 - Photographer II		21.60
13073 - Photographer III		26.75
13074 - Photographer IV		32.73
13075 - Photographer V		39.61
13090 - Technical Order Library Clerk		19.46
13110 - Video Teleconference Technician		24.44
14000 - Information Technology Occupations		
14041 - Computer Operator I		24.21
14042 - Computer Operator II		27.07
14043 - Computer Operator III		30.19
14044 - Computer Operator IV		33.55
14045 - Computer Operator V		37.15
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		24.21
14160 - Personal Computer Support Technician		33.55
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.79
15020 - Aircrew Training Devices Instructor (Rated)		46.93
15030 - Air Crew Training Devices Instructor (Pilot)		56.27
15050 - Computer Based Training Specialist / Instructor		38.79
15060 - Educational Technologist		37.48
15070 - Flight Instructor (Pilot)		56.27
15080 - Graphic Artist		30.51
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		56.27
15086 - Maintenance Test Pilot, Rotary Wing		56.27
15088 - Non-Maintenance Test/Co-Pilot		56.27
15090 - Technical Instructor		27.43
15095 - Technical Instructor/Course Developer		33.55
15110 - Test Proctor		22.14
15120 - Tutor		22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		

16010 - Assembler	12.53
16030 - Counter Attendant	12.53
16040 - Dry Cleaner	16.10
16070 - Finisher, Flatwork, Machine	12.53
16090 - Presser, Hand	12.53
16110 - Presser, Machine, Drycleaning	12.53
16130 - Presser, Machine, Shirts	12.53
16160 - Presser, Machine, Wearing Apparel, Laundry	12.53
16190 - Sewing Machine Operator	17.07
16220 - Tailor	18.34
16250 - Washer, Machine	13.77
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.48
19040 - Tool And Die Maker	29.58
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.79
21030 - Material Coordinator	26.43
21040 - Material Expediter	26.43
21050 - Material Handling Laborer	18.41
21071 - Order Filler	17.46
21080 - Production Line Worker (Food Processing)	22.79
21110 - Shipping Packer	19.41
21130 - Shipping/Receiving Clerk	19.41
21140 - Store Worker I	14.64
21150 - Stock Clerk	21.22
21210 - Tools And Parts Attendant	22.79
21410 - Warehouse Specialist	22.79
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	44.48
23019 - Aircraft Logs and Records Technician	36.13
23021 - Aircraft Mechanic I	42.44
23022 - Aircraft Mechanic II	44.48
23023 - Aircraft Mechanic III	46.54
23040 - Aircraft Mechanic Helper	30.41
23050 - Aircraft, Painter	40.30
23060 - Aircraft Servicer	36.13
23070 - Aircraft Survival Flight Equipment Technician	40.30
23080 - Aircraft Worker	38.22
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	38.22
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	42.44
23110 - Appliance Mechanic	23.07
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	37.43
23130 - Carpenter, Maintenance	23.28
23140 - Carpet Layer	22.33
23160 - Electrician, Maintenance	27.77
23181 - Electronics Technician Maintenance I	29.74
23182 - Electronics Technician Maintenance II	31.36
23183 - Electronics Technician Maintenance III	33.03
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	24.37
23310 - Fire Extinguisher Repairer	22.75
23311 - Fuel Distribution System Mechanic	24.16
23312 - Fuel Distribution System Operator	18.94
23370 - General Maintenance Worker	22.49
23380 - Ground Support Equipment Mechanic	42.44
23381 - Ground Support Equipment Servicer	36.13
23382 - Ground Support Equipment Worker	38.22
23391 - Gunsmith I	22.75
23392 - Gunsmith II	26.13
23393 - Gunsmith III	29.01
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.73

23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.06
23430 - Heavy Equipment Mechanic	29.88
23440 - Heavy Equipment Operator	24.08
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	27.55
23470 - Laborer	18.41
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	30.23
23550 - Machinist, Maintenance	27.59
23580 - Maintenance Trades Helper	18.78
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	30.29
23710 - Office Appliance Repairer	22.10
23760 - Painter, Maintenance	21.42
23790 - Pipefitter, Maintenance	30.56
23810 - Plumber, Maintenance	29.02
23820 - Pneudraulic Systems Mechanic	29.01
23850 - Rigger	26.44
23870 - Scale Mechanic	26.13
23890 - Sheet-Metal Worker, Maintenance	27.32
23910 - Small Engine Mechanic	24.18
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	31.33
23960 - Welder, Combination, Maintenance	23.70
23965 - Well Driller	27.31
23970 - Woodcraft Worker	29.01
23980 - Woodworker	22.75
24000 - Personal Needs Occupations	
24550 - Case Manager	22.16
24570 - Child Care Attendant	14.31
24580 - Child Care Center Clerk	17.84
24610 - Chore Aide	12.14
24620 - Family Readiness And Support Services Coordinator	22.16
24630 - Homemaker	22.16
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.68
25040 - Sewage Plant Operator	24.66
25070 - Stationary Engineer	34.68
25190 - Ventilation Equipment Tender	24.85
25210 - Water Treatment Plant Operator	24.66
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.12
27007 - Baggage Inspector	16.41
27008 - Corrections Officer	28.02
27010 - Court Security Officer	29.74
27030 - Detection Dog Handler	18.61
27040 - Detention Officer	28.02
27070 - Firefighter	31.46
27101 - Guard I	16.41
27102 - Guard II	18.61
27131 - Police Officer I	39.56
27132 - Police Officer II	43.97
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.90
28042 - Carnival Equipment Repairer	20.68
28043 - Carnival Worker	13.59
28210 - Gate Attendant/Gate Tender	18.43
28310 - Lifeguard	13.98
28350 - Park Attendant (Aide)	20.62
28510 - Recreation Aide/Health Facility Attendant	15.05

28515 - Recreation Specialist		25.54
28630 - Sports Official		16.42
28690 - Swimming Pool Operator		23.76
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		34.00
29020 - Hatch Tender		34.00
29030 - Line Handler		34.00
29041 - Stevedore I		32.14
29042 - Stevedore II		35.85
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	50.09
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	34.53
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	38.03
30021 - Archeological Technician I		20.07
30022 - Archeological Technician II		22.40
30023 - Archeological Technician III		27.75
30030 - Cartographic Technician		27.75
30040 - Civil Engineering Technician		31.93
30051 - Cryogenic Technician I		30.30
30052 - Cryogenic Technician II		33.46
30061 - Drafter/CAD Operator I		20.07
30062 - Drafter/CAD Operator II		22.40
30063 - Drafter/CAD Operator III		24.97
30064 - Drafter/CAD Operator IV		30.73
30081 - Engineering Technician I		19.32
30082 - Engineering Technician II		21.67
30083 - Engineering Technician III		24.23
30084 - Engineering Technician IV		30.03
30085 - Engineering Technician V		36.74
30086 - Engineering Technician VI		44.45
30090 - Environmental Technician		25.52
30095 - Evidence Control Specialist		27.36
30210 - Laboratory Technician		29.42
30221 - Latent Fingerprint Technician I		28.73
30222 - Latent Fingerprint Technician II		31.74
30240 - Mathematical Technician		33.58
30361 - Paralegal/Legal Assistant I		23.64
30362 - Paralegal/Legal Assistant II		29.28
30363 - Paralegal/Legal Assistant III		35.81
30364 - Paralegal/Legal Assistant IV		43.33
30375 - Petroleum Supply Specialist		33.46
30390 - Photo-Optics Technician		27.75
30395 - Radiation Control Technician		33.46
30461 - Technical Writer I		31.09
30462 - Technical Writer II		38.02
30463 - Technical Writer III		45.99
30491 - Unexploded Ordnance (UXO) Technician I		31.83
30492 - Unexploded Ordnance (UXO) Technician II		38.52
30493 - Unexploded Ordnance (UXO) Technician III		46.16
30494 - Unexploded (UXO) Safety Escort		31.83
30495 - Unexploded (UXO) Sweep Personnel		31.83
30501 - Weather Forecaster I		30.30
30502 - Weather Forecaster II		36.85
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.97
30621 - Weather Observer, Senior	(see 2)	27.36
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		38.52
31020 - Bus Aide		18.10
31030 - Bus Driver		26.39
31043 - Driver Courier		19.61
31260 - Parking and Lot Attendant		14.52
31290 - Shuttle Bus Driver		18.53
31310 - Taxi Driver		13.24
31361 - Truckdriver, Light		21.46

31362 - Truckdriver, Medium	23.30
31363 - Truckdriver, Heavy	27.51
31364 - Truckdriver, Tractor-Trailer	27.51
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.78
99030 - Cashier	14.03
99050 - Desk Clerk	15.22
99095 - Embalmer	26.70
99130 - Flight Follower	31.83
99251 - Laboratory Animal Caretaker I	16.42
99252 - Laboratory Animal Caretaker II	17.97
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	16.40
99710 - Recycling Laborer	25.54
99711 - Recycling Specialist	31.37
99730 - Refuse Collector	22.57
99810 - Sales Clerk	15.30
99820 - School Crossing Guard	15.93
99830 - Survey Party Chief	31.25
99831 - Surveying Aide	18.73
99832 - Surveying Technician	24.00
99840 - Vending Machine Attendant	17.37
99841 - Vending Machine Repairer	21.84
99842 - Vending Machine Repairer Helper	17.37

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-

covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

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

DATE: May 4, 2026
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of three (3) agreements with Presidio, Inc., for Zoom Phone system migration services, AudioCodes gateway and SBC configuration, and Zoom licensing, in the total amount of $417,584.60 over five (5) years; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This item is to migrate the Town's phone system from its legacy Mitel platform to the modern, cloud-based Zoom Phone service. The item includes three separate agreements with Presidio, Inc., who will assist the Town in transitioning all users, devices, phone numbers, and supporting systems to Zoom.

The first agreement is the Statement of Work for one-time migration services, which includes system design, configuration, integration with paging and emergency systems, four migration events, and post-cutover support, at a cost of $81,172.65.

The second agreement is for AudioCodes gateway and SBC hardware needed to retain the Town's existing phone numbers and ensure compatibility with critical systems such as VALCOM paging and the Vesta 9-1-1 system, at a cost of $6,525.95, procured through DIR-CPO-5077.

The third agreement is for Zoom licensing, which provides all required Zoom Phone Pro, Power Pack, device-attached, and Zoom Workplace Business licenses for approximately 500 users over five (5) years, totaling $329,886.00, procured through DIR-CPO-5185. A fourth agreement, for the purchase of physical desk phones and headsets, will be brought forward at a future Council meeting. Staff is working to minimize the number of physical devices needed, so that purchase is being finalized separately and is not included with this item.

Our current Mitel phone system is more than 10 years old and lacks the functionality, flexibility, and reliability offered by modern cloud-based phone systems. Zoom Phone provides improved capabilities, simplified management, and stronger support for public-safety and operational needs. Zoom has become a leading choice among Texas cities for cloud phone migrations, and Presidio has successfully completed several municipal deployments, including the recent migration for the City of Lewisville. This transition will modernize the Town's communication infrastructure and better support day-to-day operations for all departments.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $153,675.80

Proposed Expenditure/(Revenue)	**Account Number(s):**
$81,172.65	100-655-59100-5110

$6,525.95	100-655-59100-2180
$65,977.20	100-655-59100-5010

LEGAL REVIEW: Brennan Lafferty, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contracts as to form and legality.

ATTACHMENTS:
1. Zoom Phone SOW_FM
2. Audiocodes_FM
3. Zoom Licensing FM

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

PRESIDIO®

Flower Mound - Zoom Phone Migration

STATEMENT OF WORK

The Town of Flower Mound

SOW Date: April 14, 2026

Opportunity #: 1003025003342.1

Valid for: 60 Days



www.presidio.com

PRESIDIO®

CONTACT INFORMATION

Client Name: The Town of Flower Mound	**Account Manager:** Rick Howard
Contact Name: JP Walton	**Account Manager Email:** rhoward@presidio.com
Contact Phone: 972-874-6081	**Solution Architect:** Kevin Todd Nelson Fernandez
Contact Email: jp.walton@flowermound.gov	**Sales Overlay Manager:**
Contact Address: 2121 Cross Timbers Road Flower Mound TX 75028	**Sales Overlay Manager Email:**

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1. EXECUTIVE OVERVIEW

1.1. Project Introduction

Presidio is pleased to propose the following solution to The Town of Flower Mound ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

The Professional Services described in this SOW are governed solely by the terms and conditions set forth in this SOW, including any exhibits expressly attached hereto and executed by the parties. Any terms and conditions referenced by hyperlink, incorporated by reference, contained on a website, contained in click-through or "browse-wrap" terms, or contained in any quote, invoice, proposal, order form, or other vendor document (including any terms posted by Presidio) are expressly rejected and shall have no force or effect unless (i) specifically attached to this SOW as an exhibit and (ii) expressly agreed to in a writing signed by authorized representatives of both parties.

1.2. Solution and Approach Overview

Presidio is engaged to assist the Client with replacing the existing Mitel phone system with Zoom Phone across their city locations. Presidio will conduct up to four (4) stakeholder interviews to capture office use cases and align admin training accordingly. Up to five hundred (500) users/contractors/common areas will be configured in the Zoom Phone portal. Numbers will be ported from the existing carrier. Presidio will work with the Client's internal resources to deploy the Poly phones and AudioCodes gateways and SBC. With a joint effort between Presidio and the Client, support will be provided post migration. Please review the detailed scope of work in the section below.

This project scope covers roll-out of the new services in four(4) migration events. The planning and design sessions will be conducted during normal business hours. Some of the Deployment and Execution portions will be performed during off-hours.

1.2.1. Current Environment

- Multiple locations across the town
- Up to 500 users/contractors/common areas
- Mitel phone system
- VALCOM Paging system
- VESTA integration - Emergency call handling/recording (9-1-1) for PSAPs.
- Zoom meeting licenses – already purchased
    - Zoom Meetings with various employees across the town
    - Not part of this SOW

Departments requiring the services listed above:

Fire Department

- Paging (to existing Valcom system)

- Call Boxes (If applicable)
- Push to Talk feature using Poly Phone.

Police Department

- Paging (to existing Valcom system)
- Queuing
- Recording

Fleet (Garage)

- Intercoms (Hot Dial)
- Non-Emergency Lines Integration (PRI) (Presidio to drive this effort)
- E911 Deployment (Presidio & Client to drive this effort)

Presidio will work with the Client's internal resources to deploy the *Poly phones and AudioCodes gateways and SBC. With a joint effort between Presidio and the Client, support will be provided post migration:

- **Zoom Phone Pro** with Phone Number and
  US/Canada Regional Unlimited Calling Plan
  3 Year Prepay Tier
- **Audiocodes SBC/Gateway** - MP508
  - Function isolation for troubleshooting and minimizes impact and changes to existing configuration and function.
  - Ease of setup and configuration changes
  - Low cost and scalability to 250 sessions as HA Pair
- **Polycom Phones**
  - E400 - Entry level
  - CCX700 - Manager/Executives
  - Trio C60 - Conference phones

*Phone deployment is the responsibility of the Client

Client Responsibilities

- Configure the Vesta Emergency system side of the integration for interop with Zoom Phone if necessary
- Ensure network and firewall requirements are met for communication between Zoom, the SBC and the Vesta platform
- Provide any required software licensing for the Vesta platform
- Perform any needed configuration and/or troubleshooting on the Vesta platform.

2. SCOPE OF WORK

2.1. Planning and Design

2.1.1. Discovery and Design Quantity: 1

Discovery and Design Efforts

- Presidio led discovery and design workshops up to (4) sessions of up to (2) hours each
  - Review business requirements and desired phone features
  - Review dial-plan requirements
  - Review existing telephony usage and features
  - Review global Zoom portal and user policies
  - Client will populate the Presidio provided workbook with all required user, account, and phone number information
- Presidio will conduct up to (4) stakeholder interviews (up to 1 hour each)

2.2. FDD Efforts Quantity: 1

Presidio creation of a Functional Design Document describing how Zoom Phone will function within the organization, and covering the following but not limited to:

- user experience
- call flows
- roles
- integrations

2.3. Execution - Base Deployment

2.3.1. Zoom Phone Base/Greenfield Deployment Quantity: 1

Base/Greenfield Deployment

For the quantity indicated, Presidio will configure the following items for Zoom Phone

- Deployment efforts include up to (500) total users/workspaces/devices
  - Up to (5) USA/CA logical Locations
  - One extension and/or phone number will be assigned per user / common area subject to available licensing
  - Up to (1) softphone/client per user
  - Up to (1) Zoom supported desk phone per user/common area
  - All locations use the same Cloud PSTN connection
    - If Local Gateway option (BYOC) is added in this SoW, all locations use the same Local Gateway (BYOC)
  - e., all locations use the same PSTN connection

- Configure Zoom Phone Calling policies and settings
- Call handling features
  - Up to (2) business hours schedules / up to (1) holiday schedule
  - Auto Attendants (up to 5 total)
  - Call Queues / Hunt Groups (up to 5 total)
    - Basic, excludes Zoom Contact Center

2.3.2. Configure Call Recording feature globally for Zoom Phone

Presidio will configure the system to support call recording as per the client requirements. As part of this, Presidio will include the following services: Presidio will:

- Enable call recording in the system.
- Test functionality works as per the design.
- Enable call recording for users identified during planning and design session.

2.3.3. Zoom Power Pack add-on up to 10 users

Zoom Powerpack provides real-time analytics dashboard for call queue statistics. Presidio's professional services will configure Zoom Power Pack for up to ten (10) users in the Police department location.

Presidio will:

- Configure the Power Pack add-in
  - Power Pack Features configured may include [optional]:
    - Analytics
    - Desktop
    - SMS

Assumptions

- This service is provided remotely
- Only a single tenant is included
  - Tenant is not located in China
  - Tenant is not deployed in Government high security
- End-user training is not provided unless explicitly included in this SoW.
- Presidio engineers require user accounts in the Client directory/SSO platforms for login and testing of the cloud calling platform features and functionality.
  - Due to the unique nature of collaboration projects Presidio requires direct VPN and/or VDI access with support for 2-way audio/video streams with the collaboration platform soft clients. If this access can't be provided additional charges may occur
- Default calling permissions will be National for all users; Client can assign International as needed
- Platform default MoH is used

- No Phone MPP migration is included in this project, those efforts will be addressed separately in this document if required
- The Network / WAN / Internet / Firewall will support the required traffic for the solution
    - Client should perform network testing and validation from each location / VLAN and network type (Wired / Wireless)

The following items are NOT INCLUDED in this project unless explicitly mentioned elsewhere in this SoW

- Onsite efforts
- Network switch/router/firewall configuration
- Desktop software troubleshooting
- Migration of any voicemail messages, greetings, or PINs
- Migration of any auto attendant greetings
- Migration of call forward status
- Local survivability
- Any other Cloud or on-premises based telephone client integration
- Integration with or deployment of a multicast-based paging/notification system such as SingleWire InformaCast (or similar platform)
- End user training or Train the Trainer sessions (unless explicitly included as paid options)
    - Mass assignment of 2nd lines on phones or clients (i.e., shared lines)
    - Call Queue or Hunt Group will be used for call handling to multiple recipients
- Mass assignment of Directed Call Park, Call Pickup, or Monitor Lines
- Configuration of custom line text labels
- Configuration of custom CallerID for Workspace / Common Areas
- Call Recording Configuration per user/device
- Paging groups
- DECT / Wi-Fi Phones unless otherwise noted in this Scope
- Any features not explicitly listed as included can be briefly demonstrated to Client how to configure with the deployment of the features performed by Client

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- User/Device Calling information will be provided by Client and recorded in the template provided by Presidio.
    - The user data will be finalized no later than 5 business days prior to a migration event
    - Lists of all telephone numbers per porting event (4 events).
    - One bulk configuration of user and calling data will be performed per migration event
    - For desk phones, Client will record the phone model and MAC address in the Presidio template

- Call handling design (Auto Attendant / Queue/ Hunt / etc..) will be finalized by Client no later than 5 business days prior to a migration event
    - One bulk configuration of call handling elements will be performed per migration event
- Client will record all announcements/greetings as required
- Client will deploy any end-user software clients as needed.
- Client is responsible for configuring the network/firewall per the cloud platform requirements
- Client understands the E911 disclaimer
- Client obtains entitlement / licensing for e911 calling from the telco provider (USA and Canada, if required)
- Client is responsible for determining and establishing emergency calling policies based on the geographical requirements of the Client (e.g., state, county, city, township, etc.). Presidio is not responsible for determining requirements based on locality.
- Client will perform emergency call testing from each ERL and record the results
- Client will perform any needed end-user training unless explicitly included in this SoW
    - End-user training materials are provided by the cloud platform, as well as online help documentation/videos.
- Client will provide an independent VPN or Remote Desktop for Presidio Engineer use with support for 2-way audio/video streams with the collaboration platform soft clients
    - Utilizing Microsoft Teams, Webex, Zoom, GoToMeeting, or other similar screen-sharing technology, instead of independent access, is out of scope.
    - If there is no other option, Presidio will issue a Change Order to add additional funds to the project to accommodate the increase in time and effort
- Client will be responsible for coordination of service provider(s) not procured through Presidio related to installation and migration of physical circuits or phone number porting including the request of a Customer Service Record (CSR)
- If porting phone numbers
    - Client is responsible for obtaining records from the current telco provider
    - Client is responsible for executing porting order with new telco provider
        - Presidio can provide assistance with the porting process only if separate porting efforts are explicitly included in this Scope of Work (SoW)
        - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers
- Client is responsible for any physical device placement, cabling, or other onsite physical efforts as required
- Client will install and cable/cross-connect analog lines (if required)
- A test plan template will be provided to the Client and jointly reviewed. Client is responsible for defining key inbound call flows and business rules to test at cutover time. Client will lead the testing effort with Presidio's support.
- Client will provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW

- Client is responsible for all internal communication related to the migration process. This includes informing and coordinating with all relevant stakeholders, ensuring that everyone is aware of the migration timeline, and addressing any internal queries or concerns that may arise
- Users will configure Voice Mail PIN, Simultaneous Ring, and other similar 'end user' features themselves via the end user settings at https://zoom.us
- Presidio professional services will not be responsible for unboxing and deployment of the phones at the sites unless otherwise stated in this statement of work as a scope and a deliverable for Presidio field services.

2.3.4. Configure Certificate Based Local Gateway (BYOC) Quantity: 1

Audiocodes 500-V-1ET Cert Based Local Gateway (BYOC)

For the quantity indicated, Presidio will provide the following remote configuration effort

- Presidio will assist with the configuration and deployment of the AudioCodes Voice Gateway
  - This includes troubleshooting to ensure existing connections remain live and functioning as expected
  - Gateways to be configured to support existing Valcom Paging units and potential Fax Machines
- Presidio will configure and deploy the AudioCodes SBC to be used with the existing PRI for E911
- Includes troubleshooting to ensure existing connections remain live and functioning as expected
- Review network and firewall requirements with client
- Review the client responsibilities listed in this SoW.
- Configure one SBC with the cloud calling platform

Assumptions

- Client internet connection has sufficient capacity and quality to support the expected number of VoIP calls
- Client understands that internet connections don't support QoS

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

A Certificate based SBC has the following requirements regardless of platform, Client is responsible for the following

- 1:1 Static Public IP NAT for the SBC
  - Inbound FW rules to allow signaling and media initiated from the cloud platform to the public IP
- Public DNS FQDN for the SBC
- Certificate signed by the cloud platform supported public Certificate Authority
  - Wildcard certificates are not supported
  - NOTE Public CAs restrict certificate lifespans to 12 months or less
- Outbound firewall rules configured per the cloud calling platform requirements
- Obtain all required software licensing and support for the SBC platform.
- If using an existing supported platform, upgrade the SBC software to the latest stable version (as required) to comply with the cloud platform requirements

- Client will perform initial setup with basic network configuration (IP addressing / DNS / credentials) and provide SSH and HTTPS login access to Presidio engineer
- If SBC platform is virtual
  - Client will review the SBC platform virtualization requirements and ensure they are met
- Client will perform initial deployment of the virtual machine
- Cisco ISR-4K platform is supported but not recommended (end of sale March 2025)
  - Requires the security license for SIP TLS - End of Sale, may not be able to obtain new license
  - The last IOS-XE version supported on the 4K platform is the 17.12.x release train with software maintenance until March 30, 2026

2.3.5. Configure Analog Gateway with up to (8) ports Quantity: 5

Audiocodes MP508/8S/SIP Small Analog Gateway up to (8) Ports

For the quantity indicated, Presidio will provide the following remote configuration effort

- Review network and firewall requirements with client
- Configure (1) supported analog gateway with up to (8) ports to the cloud calling platform

Assumptions

- Note: Each port of an Analog Gateway or ATA device requires/consumes a workspace/common area license.
- NOTE: Standard Common Area phone (CAP) can NOT be a member of a Call Queue, Shared Line Group (Hunt), Shared Line Appearance, nor a transfer target of an Auto Receptionist (AR / AA) unless it has been assigned one of these additional licenses: Zoom Phone Pro, Phone Metered, or Unlimited

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Configure outbound firewall and routing access as needed
- Client will perform initial platform deployment and basic network configuration (rack / stack / cabling /IP addressing) and provide SSH and HTTPS access to Presidio engineer
- Perform any needed cable / cross-connect to the gateway
- Obtain any required licensing and maintenance per analog gateway platform
- Obtain any required cloud calling licenses to support each port on an analog gateway or ATA
- If porting phone numbers
  - Client is responsible for obtaining records from the current telco provider
  - Client is responsible for executing porting order with new telco provider
    - Presidio can provide assistance with the porting process only if separate porting efforts are explicitly included in this Scope of Work (SoW)
    - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers

2.3.6. Configure Integration with (1) Valcom Paging System Quantity: 1

For the quantity indicated, Presidio will provide the following remote configuration effort:

- Review network and firewall requirements with client
- Review the client requirements listed in this SoW.
- Add integration with (1) on-prem VALCOM paging system via an on-prem SBC
    - Local Gateway MEDIANT 500 VOIP Gateway will be deployed to be used in support of the integration
- Perform joint testing between Zoom Phone and the VALCOM paging system

The VALCOM paging system supports the following locations:

- Police Department
- Fire Department

2.3.7. Configure Integration with (1) Vesta Emergency System Quantity: 1

For the quantity indicated, Presidio will provide the following remote configuration effort:

- Review network and firewall requirements with client.
- Review the client requirements listed in this SoW.
- Add integration with (1) on-prem Audiocodes Mediant 500 SBC interfacing between Zoom platform and Vesta system via (SBC to Vesta via PRI circuit).
    - Local Gateway (SBC) Audiocodes Mediant 500 is to be deployed as a task in this SoW.
- Perform joint testing between Zoom Phone and Vesta Emergency system.

2.3.8. E911 Base Configuration - Up to (5) USA/CA Locations Quantity: 1

E911 Base up to (5) USA/CA Locations

For the quantity indicated, Presidio will assist with the discovery, design and build of E911 calling. As part of this, Presidio will configure basic E911 location mapping with Client provided network element information

- Includes configuration for up to (5) USA/CA Locations
- Initial emergency calling location mapping workshop for up to (1) session of up to (2) hours to review requirements and the Presidio provided workbook.
    - Client to complete the data workbook mapping network elements to emergency locations
- For each building the available network elements, provided by Client, will be mapped to the street address as a dispatchable location.
    - Available network elements: Public IP / Internal IP Subnet / LLDP Switch Chassis ID / LLDP Switch port ID / Wi-Fi BSSIDs
    - Client will provide all necessary network elements and location details in Presidio provided workbook (Excel). This workbook will be jointly reviewed during the e911 workshop.
- Import the Client provided network elements that map to ERLs, to the cloud e911 platform
    - Limit of 25 ERLs to be imported by Presidio. Additional ERLs imported by client
- Support for client lead testing of emergency calls for up to 3 ERLs, Client expected to test any additional ERLs

- Follow up workshop session: Once the e911 basics are discovered and understood, Presidio will demonstrate how to map network elements to more granular dispatchable locations in each street address.
    - KT session up to (1) hours in length including up to (2) granular dispatchable locations will be jointly configured. This assumes the Client can provide and map the required network elements to a physical space for the more granular location.
    - Client is responsible for granular network element mapping beyond the building level after the KT session

Assumptions

- The terms Emergency Location, Emergency Address, Emergency Response Location (ERL) and Dispatchable Location are understood to mean the same thing, a civic address with an optional place

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Complete Presidio provided workbook, after the joint design session, with all the required network elements and mapping these elements to any required physical Emergency Response Locations (ERL / Dispatchable-Location)
- Review USA FCC regulations regarding e911 for Multi Line Telephone Systems (MLTS) - https://www.fcc.gov/mlts-911-requirements. Or the regulations applicable to the deployment country
- Client is responsible for determining and establishing emergency calling policies based on the geographical requirements of the Client (i.e. state, county, city, township, etc.). Presidio is not responsible for determining e911 requirements based on Client locality.
- Client is responsible for the discovery, definition and quantity of Emergency Response Locations (ERL) to comply with any applicable regulations
- Client is responsible for discovering, documenting, and maintaining the following network element information: Public IP address, Internal IP subnet(s), switch chassis LLDP IDs, switch port LLDP IDs, and wireless access point BSSIDs. Mapping these elements to physical locations required for the configuration of Emergency Response Locations (ERL) in accordance with Client's understanding of applicable laws.
- To create a granular ERL based on physical Ethernet cabling, Client needs to understand, document, and map the Ethernet cabling at a wall jack to a particular switch port to map either a Switch Chassis LLDP identifier and/or a Switch Port LLDP identifier to an ERL
- To create a granular ERL based on the approximate physical location of a Wireless Access point (AP), Client needs to understand, document, and map the all the Wi-Fi BSSIDs on a particular access point to a physical location in a building to map each access point an ERL
- Client is responsible for testing emergency calling from all ERLs
    - including contacting the PSAP servicing the location and determining the desired testing procedures of that specific PSAP
- Collect and provide data required for the successful configuration of the emergency services.
- Make changes to the network if needed to support the emergency configuration.
- After initial configuration and demonstration by Presidio, Client will be responsible for any subsequent network element and physical location database updates to keep emergency call routing accurate as time passes.
    - (i.e. as the network changes over time, Client must update the E911 system and the data elements to maintain accuracy for Emergency Response Locations (ERLs)

2.3.9. Telephone Number Porting Support Quantity: 4

Telephone Number Porting Support

For the quantity indicated, Presidio will provide the following effort

- Presidio engineer will assist and advise Client with preparations for number porting for (4) Migration/Porting events.

Assumptions

- NOTE: Client is the Customer of Record with the losing and winning telecom provider
    - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Client is responsible for discovering and documenting the numbers to be ported
- Client is responsible for obtaining any required billing/account information as required for the porting process
- Client is responsible for executing porting order with new telco provider with Presidio assistance.
    - NOTE: Client is the Customer of Record with the losing and winning telecom provider
    - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers

2.3.10. Migration Event Quantity: 4

Migration Events

For the quantity indicated Presidio will

- Remotely support each migration event (each event not lasting more than 4 hours or a grand total of 16 hours for all).
- Prepare and configure the migration group telephony settings
- Migrate the group
- Migration event includes
    - Up to eight (8) hours of after-hours effort totaling all events

Assumptions

- Perform any required testing and validation
- Place any physical devices as needed
- only if Local Gateway (BYOC) and PBX integration is included in this SoW effort
    - Client will perform any needed configuration with the on-prem systems as needed.
- only if number porting is included
    - Client has identified the phone numbers for each porting event, and placed the porting request with the winning carrier

2.3.11. First Day in Service Support Quantity: 4

First Day in Service Support

For the quantity indicated Presidio will

- Remotely provide up to four (4) hours of First Day of Service (FDIS) / post-cutover support after each migration event

2.4. Project Closeout

2.4.1. Final Documentation Quantity: 1

- Final Documentation indicating highlights of the system deployment.

2.4.2. User Training Documentation

- Presidio will assist the Client's IT Team in preparing end user training documentation.

2.4.3. Admin Knowledge Transfer

For the quantity indicated Presidio will remotely

- Provide up to (2) Administrative Knowledge Transfer (KT) sessions of up to (4) hours each or one (1) session of up to eight (8) hours.
- Review common move/add/change functions for the calling platform
- A knowledge transfer session generally covers basic administrative tasks needed for day-to-day operation and is not intended to replace formal classroom training.
- Presidio encourages the Client to assess their own training requirements and inquire with their Presidio account manager regarding additional training opportunities.

Assumptions

- The knowledge transfer session is not intended to replace formal classroom training nor will it cover every conceivable scenario or task

3. ENGAGEMENT INFORMATION

3.1. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team comprises individuals with specific skill sets that will be utilized at different times during a given project. This enables us to provide a highly specialized workforce to the Client and utilize the appropriate resources for the required task. The Project Manager or Project Coordinator will distribute contact information for the project team personnel.

The following Presidio resources will be engaged in this project:

Resource Name	Discipline
Collab Eng - Sr.	Collaboration
Project Manager - Sr.	Client Engagement Services

3.2. Locations

All services outlined in this SoW will be performed and delivered remotely unless otherwise specified. Services described in this SoW may be performed or will impact the following locations.

Location	Address	City State ZIP
The Town of Flower Mound	2121 Cross Timbers Road	Flower Mound, TX 75028

3.3. Outcomes and Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s).

Client's acceptance of all deliverables described in this SOW and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable), and final project acceptance shall be in the "Project Completion Signoff" form provided by the Project Manager or Project Coordinator. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.

For any documentation provided, it shall be reviewed and approved by the Client in accordance with the following procedure:

- If a written list of requested changes is received within ten (10) business days, the Presidio Project Team will make the agreed-upon revisions and resubmit the updated version to the client within ten (10) business days.
- At that time, the Client has ten (10) business days to review and request changes for the final document. If no written response is received from the Client within ten (10) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted...

4. PRESIDIO PROJECT MANAGEMENT (PPM)

4.1. Project Management Scope

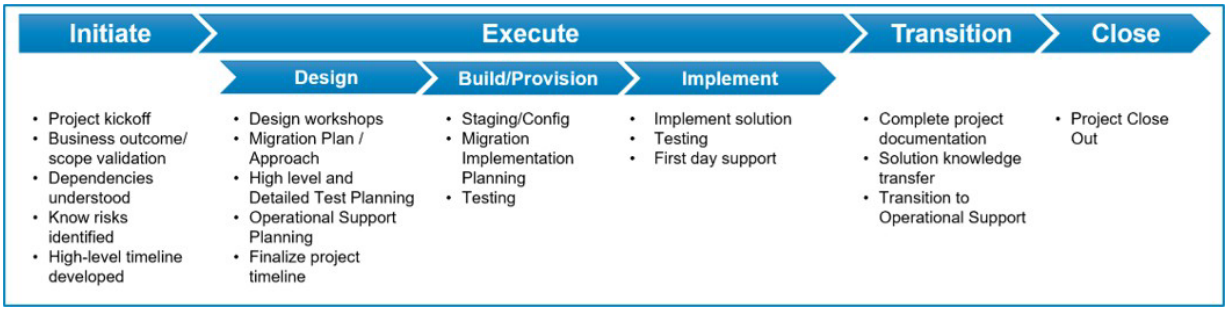
Presidio will provide a Project Manager (PM), who will serve as the single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for the timely completion of the scope, schedule, and budget, utilizing Presidio's Project Management Method.

Included in our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting
- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Agenda, meeting minutes, and risk/issue/action item tracking
- Scope/Budget Management
- Project closeout

4.2. Methodology

Presidio's Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client's specific needs based on the specific scope of work. This allows Presidio to right-size the approach to be flexible and efficient while maintaining an appropriate structure and governance to deliver the business outcome effectively.



4.3. Escalation Path

Client experience is of the utmost importance to Presidio. If a Client feels the need to escalate an issue or concern at any time, please consider the escalation points and options described below.

Level 1

Account Manager – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and the Client in order to resolve any issues swiftly.

Project Manager – For projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.

Practice Manager – For technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one hour of identifying an issue. If an additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

Level 2

Program and Project Management (PPM) Team Lead – If Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope and would own the management of the issue to resolution including technical and non-technical related concerns.

Service Delivery Director – For technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action.

For technical issues escalated by the Delivery Team, the Service Delivery Director will:

- Contact and speak with the Client via phone to explain the status.
- Develop a plan of action.
- Communicate the plan of action status and completion to Client.
- Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action.

Level 3

Program and Project Management Services (PPM) Director – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.

Services Vice President – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

4.4. Project Change Request Process

Any Items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, provide the rationale for the change, and specify any changes in the scope, schedule, or budget.

The terms of a mutually agreed-upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope, including but not limited to the following, will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.

- Additional required tasks discovered through the planning and design review but not mentioned in this SOW or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Defective equipment provided by the Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If a 24-hour notice is not provided, charges may be applied.

5. PRACTICE SPECIFIC DETAILS

5.1. Collaboration Services

For Projects related to IP Telephony. PLEASE READ CAREFULLY. IT IS CLIENT'S RESPONSIBILITY TO UNDERSTAND ITS OBLIGATIONS TO ENABLE E911 SERVICE.

- **E911 SERVICE.** Under rules adopted by the Federal Communications Commission as well as pursuant to various state laws, certain multi-line telephone systems ("system") must enable e911 service by permitting callers to dial 911 and by providing certain information about the caller's location to emergency responders (collectively, "the e911 rules"). Client acknowledges and agrees that the sale, installation, and/or operation of the system by Presidio are functions performed by Presidio under the control and direction of the Client. Client further acknowledges and agrees that it controls and oversees the implementation of the system after installation and that it is responsible for compliance with the e911 rules.
- **E911 CHARACTERISTICS.** Client acknowledges that the system has certain characteristics that distinguish it from traditional, legacy, circuit-switched services. These characteristics may make the system unsuitable for some clients. Client should carefully evaluate their own circumstances when deciding whether to rely solely upon the system to enable e911 service. Client acknowledges that it is Client's responsibility to determine the technology or combination of technologies best suited to meet client's emergency calling needs and to make the necessary provisions for access to e911 service (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls).
- **E911 LIMITATION OF LIABILITY**. Client acknowledges and agrees that Presidio will have no liability whatsoever in the event that: (a) client or any other caller using the system is unable to place or complete a call to 911 or access e911 service; (b) emergency responders do not respond, or do not respond to the location at which the system, client, or caller is physically present or require emergency services; or (c) client fails to comply with the e911 rules. Under no circumstances whatsoever will Presidio have any liability associated with e911 service, including, and without limitation, in the event of: (a) loss of electrical power; (b) loss of internet connectivity; (c) defective or misconfigured client premises equipment; (d) network congestion; (e) delays associated with the delivery of caller location information; (f) restrictions created by non-voice equipment; (g) relocated equipment, including outside of the united states; (h) the simultaneous use of one line with multiple pieces of equipment; (i) failure of emergency response centers to answer a 911 call; (j) failures of any third parties that are responsible for routing 911 calls; (k) the use of non-native telephone numbers; or (l) any force majeure event. Client acknowledges and agrees that the limitation of Presidio's liability is a material term to this agreement, that it would not otherwise enter into this agreement without this limitation, and that client agrees that these limitations are reasonable. **E911 INDEMNITY**. To the extent permitted by law, Client agrees to defend, indemnify, and hold harmless Presidio, its officers, directors, employees, affiliates, and agents from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, client or any third party or any caller using the system relating to e911 service, including, and without limitation, the inability of a caller to place or complete a 911 call or the failure of client to deliver client location information as required by the e911 rules.

- **E911 RESPONSIBILITIES.** Vendor will perform the configuration tasks expressly included in this SOW in a professional and workmanlike manner and will reasonably cooperate with Client's testing. Nothing in this SOW waives Client's governmental immunity or creates any obligation beyond that permitted by Texas law and the Texas Constitution. Notwithstanding the foregoing, Client does not agree to defend or indemnify Vendor except as permitted under applicable law..

6. ASSUMPTIONS & RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation on which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

6.1. Engagement Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- Client has read and agrees with all Items contained or omitted within this Statement of Work.
- This SOW supersedes all prior written or oral agreements, representations, and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this SOW must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work. Notwithstanding the foregoing, Client's issuance of a purchase order is solely for internal accounting/authorization purposes, and Vendor agrees that no additional or different terms contained in any Vendor document, invoice, acknowledgement, proposal, or website shall apply.
- Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in the gathering of such information. Significant delays, revisits, or cancelled changes outside of Presidio's control may necessitate a change order to account for rescheduling.
- Working Hours: Presidio and Client will jointly agree on the location of the resources, onsite requirements, and what time the services will be provided. By default:
    - Services delivered by resources working in North America and Europe will be provided from 8 AM to 5 PM, relative to the local time zone of the assigned resources, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
    - Services delivered by resources working in India will be provided from 11 AM to 8 PM IST, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
    - Resources may work hours other than those defined as normal business hours to accommodate their travel schedules and time zones.
- Any Items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
- If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- Presidio will not be responsible for troubleshooting networks, applications, and/or hardware if the Client does not have formal change management documented processes and policies.
- Presidio may engage subcontractors and third parties in performing a portion of this work.
- Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
- Some activities included in this project may be performed on Presidio's premises.

- Not all features or functions of the installed system are included in the scope of this engagement.

- Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
- Presidio will configure the systems outlined within this Statement of Work with a unique set of authentication credentials unless otherwise provided by the Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
- Any documentation will be delivered in Presidio format unless otherwise stated in this SOW.
- Project success criteria will be defined by the Client and jointly agreed to with Presidio.
- Client staff will participate throughout the implementation.

6.2. Client Responsibilities

The following Items are listed as the Client's responsibilities for this engagement. Client is responsible for performing the Items and activities listed in this section or arranging for them to be performed by a third party if appropriate.

- Provide a primary contact and a secondary contact when the primary is unavailable with the authority and the responsibility of issue resolution, and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
- Be responsible for having in place active manufacturer support contracts on all devices that are the subject of this SOW.
- If on-site services are required and authorized, Client will:
    - Provide all required physical access to Client’s facility (identification badge, escort, parking decal, etc.), as required by Client’s policies.
    - Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- If system access is required:
    - Provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
    - Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
    - Provide VPN remote access for troubleshooting and configurations related to the project, as necessary. Utilizing Webex, Microsoft Teams, or other similar screen-sharing/meeting technology as opposed to independent VPN access or virtual desktop is out of scope. If there is no other option, Presidio will issue a Change Request to add additional funds to the project to accommodate the increase in time and effort.
- Provide required and requested documentation or information needed for the project within two (2) business days unless otherwise agreed to by all parties.
- Provide Presidio with access to their systems, appropriate processes, and personnel as reasonably necessary for Presidio to fulfill its obligations.
- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Client staff will participate throughout the implementation.

- Participate in all working sessions as required to produce the success and efficacy of the services rendered.

7. PRICING

Presidio will provide the services as outlined in this Statement of Work for a fixed fee of **$81,172.65**. The Client shall make payments to Presidio as work progresses in accordance with the progress payment schedule set forth below:

Invoicing Item	Invoice Amount
Project Initiation	$16,235.00
Project Design and Discovery Complete	$48,704.00
Project Complete	$16,233.65

- If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act or direction by the Client, or (2) by the Client's failure to act within the time specified in this contract (or within a reasonable time if not specified), the Client will be liable for reimbursement of work and expenses incurred and not previously paid to Presidio.
- Additionally, notwithstanding the foregoing, if performance of the work is suspended, delayed, or interrupted by Client, Client shall be responsible only for payment for (i) services actually performed through the effective date of suspension/delay and (ii) documented, non-cancelable commitments approved in advance in writing by Client. Vendor shall use commercially reasonable efforts to mitigate costs associated with any delay or suspension. Any additional fees associated with rescheduling or restart shall require a written change order signed by Client. .
- A pause or delay in the project may result in the loss of allocated resources, temporarily or indefinitely, depending on resource availability when work resumes.

Notwithstanding the foregoing, payment terms and conditions shall be in accordance with the Texas Prompt Payment Act, Government Code Chapter 2251. Vendor will not perform out-of-scope work or incur billable overages without a written change order signed by Client with a stated not-to-exceed amount.

7.1. Additional Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work, and therefore, no expenses will be billed to Client.

MUNICIPAL TERMS AND CONDITIONS (TOWN OF FLOWER MOUND)

__.1 Order of Precedence

In the event of any conflict among the documents comprising this agreement, the following order of precedence shall control: (1) these Municipal Terms and Conditions, (2) the main body of this SOW, (3) any exhibits attached and executed by the parties. Any vendor terms contained in proposals, quotes, invoices, order forms, acknowledgements, “terms of service,” or website postings are rejected and shall not apply.

__.2 Governing Law and Venue

This SOW shall be governed by the laws of the State of Texas. Venue for any suit or proceeding arising out of or relating to this SOW shall lie exclusively in a court of competent jurisdiction in Denton County, Texas.

__.3 Term; Termination for Convenience

Client may terminate this SOW for convenience upon thirty (30) days’ prior written notice. In such event, Vendor shall immediately cease work upon receipt of such notice, and Client shall pay Vendor only for (i) services actually performed and accepted through the date of the notice of termination and (ii) documented, non-cancelable commitments approved in advance in writing by Client. Vendor shall refund any amounts paid for services not performed.

__.4 Termination for Cause

Either party may terminate for material breach if the breaching party fails to cure within ten (10) business days after written notice (or sooner if the breach cannot reasonably be cured and the breaching party fails to begin cure promptly and diligently). Client may terminate immediately for Vendor’s violation of law, security incident affecting Client data, or failure to maintain required insurance.

__.5 Non-Appropriation

Client’s obligations are subject to annual appropriation by Client’s governing body. If funds are not appropriated, Client may terminate without penalty upon written notice, and Client shall pay only for services actually performed and accepted through the effective termination date.

__.6 Payment; No Prepayment; Disputed Amounts

Client shall pay only for services performed in accordance with this SOW and supported by an undisputed invoice. Client shall have the right to withhold disputed amounts while the parties resolve the dispute in good faith; Client shall timely pay any undisputed portion. Payment is net thirty (30) days from receipt of a proper invoice. No interest, late fees, or other charges apply unless expressly required by Texas law.

__.7 Change Orders Required

Vendor shall not perform any out-of-scope work or incur additional fees or expenses unless Client first issues a written change order signed by Client that specifies the scope change and a not-to-exceed amount.

__.8 Public Information Act / Confidentiality

Client is a Texas governmental entity subject to the Texas Public Information Act (Chapter 552, Texas Government Code). Vendor acknowledges that Client cannot agree to keep information confidential to the extent disclosure is required by law. If Vendor believes any information is confidential or proprietary, Vendor shall (i) clearly mark such information, and (ii) provide the specific legal basis for withholding. Vendor shall cooperate with Client in responding to public information requests and any Attorney General process. Any confidentiality obligation of Client is subject to Client’s legal duties under Texas law.

__.9 Records Retention and Audit

Vendor shall maintain complete and accurate records relating to performance under this SOW for a period of at least four (4) years after final payment (or longer if required by law). Upon reasonable notice, Client may audit such records solely to verify charges and compliance with this SOW.

__.10 Insurance

Vendor shall maintain, at its own expense, insurance with carriers acceptable to Client and licensed in Texas, including at minimum:

- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate
- Automobile Liability (owned, hired, non-owned): $1,000,000 combined single limit
- Workers' Compensation: statutory, and Employer's Liability: $500,000
- Professional Liability / Tech E&O: $1,000,000 per claim
- Cyber / Network Security & Privacy Liability (if Vendor accesses or processes Client data): $1,000,000 per claim
  Upon request, Vendor shall provide certificates of insurance. Coverage shall be primary and non-contributory to Client.

__.11 Data Security; Incident Notice

If Vendor accesses, receives, stores, transmits, or processes Client data, Vendor shall implement and maintain commercially reasonable administrative, technical, and physical safeguards. Vendor shall notify Client without undue delay and in no event later than forty-eight (48) hours after discovering a security incident involving Client data, and shall cooperate with Client's investigation, remediation, and required notifications. Vendor shall bear costs and liabilities to the extent caused by Vendor's acts or omissions.

__.12 Limitation of Liability

Vendor shall remain responsible for damages to the extent caused by Vendor's negligence, gross negligence, willful misconduct, or breach of this SOW. Any limitation of liability proposed by Vendor shall not apply to: (i) breach of confidentiality/data security obligations, (ii) gross negligence or willful misconduct caused by Vendor, (iii) third-party claims for bodily injury, death, or property damage, which were caused by Vendor or (iv) infringement claims covered by Vendor's indemnity below. NO EVENT SHALL VENDOR BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCEPTIONS IDENTIFIED ABOVE in this Section 12, , VENDOR'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO VENDOR BY Client FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Vendor will have no responsibility for the adequacy or performance of (i) any third-party software provided to Vendor under this agreement; (ii) any hardware, and (iii) any services provided by any third party that is not a subcontractor of Vendor.

__.13 Indemnity by Vendor

To the extent permitted by law, Vendor shall indemnify and hold harmless Client, its elected/appointed officials, employees, and agents from and against third-party claims, damages, and costs (including reasonable attorneys' fees) arising out of (i) bodily injury, death, or property damage caused by Vendor or its subcontractors, or (ii) any claim that deliverables or services infringe a U.S. patent, copyright, or trademark. Client does not agree to defend or indemnify Vendor except as permitted under applicable law. Vendor'S obligations provided in this Section 13 are contingent upon the CLIENT providing Vendor with: i) written notice of the claim as soon as the CLIENT first becomes aware of the claim (provided that any delay in notice will not relieve Vendor of its obligations except to the extent Vendor is materially prejudiced); ii) complete control of the defense of and the right to settle such claim; iii) all available information, assistance and cooperation to enable Vendor to defend or settle such claim, at Vendor'S expense.

__.14 No Waiver of Governmental Immunity

Nothing in this SOW shall be construed as a waiver of Client's governmental immunity, sovereign immunity, or

other immunities, protections, or defenses available under Texas law.

__.15 Assignment and Subcontractors

Vendor may not assign this SOW or subcontract material portions of the work without Client's prior written consent, except to the extent subcontractors are identified in writing and approved by Client. Vendor remains responsible for the acts and omissions of its subcontractors.

__.16 Independent Contractor

Vendor is an independent contractor and neither Vendor nor its personnel are employees of Client. Vendor is solely responsible for taxes, withholdings, and benefits for its personnel.

__.17 Compliance With Laws

Vendor shall comply with all applicable federal, state, and local laws and regulations in performing the services, including laws applicable to multi-line telephone systems and emergency calling to the extent Vendor's scope includes configuration supporting such compliance.

18. Limitations of Warranties.

VENDOR WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY VENDOR, VENDOR WARRANTS TO Client, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY Client AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE CHANGE ORDER AND VENDORWILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. VENDOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. APPROVAL SIGNOFF

The use of signatures on this Statement of Work ensures agreement on project objectives and the work to be performed by Presidio.

Presidio's signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

The Town of Flower Mound

Signature	Date mm-dd-yyyy
Printed Name	Title

PRESIDIO

Signature	Date mm-dd-yyyy
Printed Name	Title

PRESIDIO

QUOTE: 2003026003685-02

DATE: 04/27/2026

TO:
The Town of Flower Mound
Chris Boss
2121 Cross Timbers Road
Flower Mound, TX 75028

chris.boss@flowermound.gov
(p) 972.874.6054

FROM:
Presidio Networked Solutions Group, LLC
Rick Howard
5800 Meadows Road
Suite 150
Lake Oswego, OR 97035

rhoward@presidio.com
(p) +1.503.594.0364

BILL TO:
The Town of Flower Mound

2121 Cross Timbers Road
Flowers Mound, TX 75028

SHIP TO:
The Town of Flower Mound

2121 Cross Timbers Road
Flowers Mound, TX 75028

Customer#: TOWNF007
Account Manager: Rick Howard
Inside Sales Rep: Rick Howard
Title: Audiocodes voice gateways

Contract Vehicle: Texas-DIR-CPO-5077 TD SYNNEX

#	Part #	Description	Unit Price	Qty	Ext Price
1	MP508/8S/SIP	MediaPack 5xx analog VoIP gateway with 8 FXS Voice Interfaces	$677.89	5	$3,389.45
2	ACTS24X7-M500_S17/YR	ACTS 24X7 PART NUMBER	$109.89	5	$549.45
3	AHR-M500_S17/YR	AHR PART NUMBER	$32.05	5	$160.25
4	M500-V-1ET	MEDIANT 500 VOIP GATEWAY AND ENTERPRISE	$1,980.26	1	$1,980.26
5	ACTS24X7-M500_S4/YR	ACTS 24X7 PART NUMBER	$311.37	1	$311.37
6	AHR-M500_S4/YR	AHR PART NUMBER	$91.58	1	$91.58

Sub Total:	**$6,482.36**
Shipping:	**$43.59**
Grand Total:	**$6,525.95**

This quote is governed by the Terms and Conditions of Texas-DIR-CPO-5077 TD SYNNEX Contract.

Subject to the Vendor Availability and Pricing Notice contained herein, this quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote.

Pursuant to this contract your PO must reflect the following contract:
Texas-DIR-CPO-5077 TD SYNNEX.

AS PERMITTED IN DIR-CPO-5077, APPENDIX A: SECTION 10.12, PRESIDIO'S LIABILITY FOR DAMAGES IN ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS QUOTE SHALL NOT EXCEED TWO (2) TIMES THE TOTAL VALUE OF THE CORRESPONDING PURCHASE ORDER FOR THE PURCHASE OF THE ITEMS LISTED IN THIS QUOTE. SUCH VALUE INCLUDES ALL AMOUNTS PAID AND AMOUNTS TO BE PAID OVER THE LIFE OF THE APPLICABLE PURCHASE ORDER TO PRESIDIO BY CUSTOMER AS DESCRIBED IN THE PURCHASE ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

PRESIDIO

QUOTE: 2003026003676-01

DATE: 04/22/2026

TO:
The Town of Flower Mound
Chris Boss
2121 Cross Timbers Road
Flower Mound, TX 75028

chris.boss@flowermound.gov
(p) 972.874.6054

FROM:
Presidio Networked Solutions Group, LLC
Rick Howard
5800 Meadows Road
Suite 150
Lake Oswego, OR 97035

rhoward@presidio.com
(p) +1.503.594.0364

BILL TO:
The Town of Flower Mound
Chris Boss
2121 Cross Timbers Road
Flowers Mound, TX 75028

chris.boss@flowermound.gov
(p) 972.874.6054

SHIP TO:
The Town of Flower Mound
Chris Boss
2121 Cross Timbers Road
Flowers Mound, TX 75028

chris.boss@flowermound.gov
(p) 972-874-6054

Customer#: TOWNF007
Account Manager: Rick Howard
Inside Sales Rep: Rick Howard
Title: Zoom phone licenses
Comments: Term: 60 Months
Billing Frequency: Annual

Contract Vehicle: Texas DIR-CPO-5185 Cloud Services

#	Part #	Description	Unit Price	Qty	Ext Price
YEAR 1					
1	PAR1-BIZ-BASE-NH1Y	Zoom Workplace Business	$219.91	10	$2,199.10
2	PAR1-ZP-COMM-1YR	Limited feature Zoom Phone License attached to a hardware device. BYOC Amendment required to transact.	$36.71	100	$3,671.00
3	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	$0.00	1	$0.00
4	ZP-PWP-1-1YP	Zoom Phone Power Pack Annual Tier 1 (1-9 Users)	$229.41	10	$2,294.10
5	ZP-USCA-UN-1-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 1 (1-9 Users). Provides 1 US/CA DID per license.	$137.65	420	$57,813.00
			Total (YEAR 1):		**$65,977.20**
YEAR 2					
6	PAR1-BIZ-BASE-NH1Y	Zoom Workplace Business	$219.91	10	$2,199.10
7	PAR1-ZP-COMM-1YR	Limited feature Zoom Phone License attached to a hardware device. BYOC Amendment required to transact.	$36.71	100	$3,671.00
8	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	$0.00	1	$0.00
9	ZP-PWP-1-1YP	Zoom Phone Power Pack Annual Tier 1 (1-9 Users)	$229.41	10	$2,294.10
10	ZP-USCA-UN-1-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 1 (1-9 Users). Provides 1 US/CA DID per license.	$137.65	420	$57,813.00
			Total (YEAR 2):		**$65,977.20**
YEAR 3					
11	PAR1-BIZ-BASE-NH1Y	Zoom Workplace Business	$219.91	10	$2,199.10
12	PAR1-ZP-COMM-1YR	Limited feature Zoom Phone License attached to a hardware device. BYOC Amendment required to transact.	$36.71	100	$3,671.00

13	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	$0.00	1	$0.00
14	ZP-PWP-1-1YP	Zoom Phone Power Pack Annual Tier 1 (1-9 Users)	$229.41	10	$2,294.10
15	ZP-USCA-UN-1-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 1 (1-9 Users). Provides 1 US/CA DID per license.	$137.65	420	$57,813.00
			Total (YEAR 3):		**$65,977.20**
YEAR 4					
16	PAR1-BIZ-BASE-NH1Y	Zoom Workplace Business	$219.91	10	$2,199.10
17	PAR1-ZP-COMM-1YR	Limited feature Zoom Phone License attached to a hardware device. BYOC Amendment required to transact.	$36.71	100	$3,671.00
18	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	$0.00	1	$0.00
19	ZP-PWP-1-1YP	Zoom Phone Power Pack Annual Tier 1 (1-9 Users)	$229.41	10	$2,294.10
20	ZP-USCA-UN-1-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 1 (1-9 Users). Provides 1 US/CA DID per license.	$137.65	420	$57,813.00
			Total (YEAR 4):		**$65,977.20**
YEAR 5					
21	PAR1-BIZ-BASE-NH1Y	Zoom Workplace Business	$219.91	10	$2,199.10
22	PAR1-ZP-COMM-1YR	Limited feature Zoom Phone License attached to a hardware device. BYOC Amendment required to transact.	$36.71	100	$3,671.00
23	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	$0.00	1	$0.00
24	ZP-PWP-1-1YP	Zoom Phone Power Pack Annual Tier 1 (1-9 Users)	$229.41	10	$2,294.10
25	ZP-USCA-UN-1-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 1 (1-9 Users). Provides 1 US/CA DID per license.	$137.65	420	$57,813.00
			Total (YEAR 5):		**$65,977.20**

Sub Total:	**$329,886.00**
Grand Total:	**$329,886.00**

This quote is governed by the Terms and Conditions of Texas DIR-CPO-5185 Cloud Services Contract.

Subject to the Vendor Availability and Pricing Notice contained herein, this quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote.

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-CPO-5185 Cloud Services.

By accepting this Quote/Statement of Work, Customer hereby agrees to the following:
AS PERMITTED IN DIR-CPO-5185, APPENDIX A: SECTION 10.12, PRESIDIO'S LIABILITY FOR DAMAGES IN ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS QUOTE SHALL NOT EXCEED TWO (2) TIMES THE TOTAL VALUE OF THE CORRESPONDING PURCHASE ORDER FOR THE PURCHASE OF THE ITEMS LISTED IN THIS QUOTE. SUCH VALUE INCLUDES ALL AMOUNTS PAID AND AMOUNTS TO BE PAID OVER THE LIFE OF THE APPLICABLE PURCHASE ORDER TO PRESIDIO BY CUSTOMER AS DESCRIBED IN THE PURCHASE ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

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

DATE: May 4, 2026
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of Amendment No. 2 to the Fiscal Year 2025-2026 Capital Improvement Program (CIP).**

BACKGROUND: The proposed CIP amendment No. 2, for FY 2025-2026, will amend the general capital projects by $1,000,000 and will amend the utility capital projects by ($1,800,000) for the following projects:

General Capital Projects
-Community Activity Center (CAC) Expansion & Renovation
-Chinn Chapel Soccer Complex Multipurpose Field Conversion

Utility Capital Projects
-Denton Creek Water Reuse - Pump Station and Ground Storage Tanks
-Denton Creek Water Reuse - Reuse Waterlines
-Timber Creek Bridge Water Line Lowering
-West Side Water Line (South)
-Amhearst Lane Sewer Line Replacement
-Marcus Court Cul-de-sac Sewer Line Replacement
-Marcus Drive Sewer Line Replacement

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT:
General Capital Projects - $1,000,000
Utility Capital Projects - ($1,800,000)
Proposed Expenditure/(Revenue) **Account Number(s):**

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Project Modification List

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

Project Modification Listing **Attachment 1**

FY 2025-2026 - CIP Amendment 2

General Capital Projects

Parks	Description	Fund	FY 25-26	5 Yr CIP
CAC Expansion & Renovation	Additional funding required for design and construction management of the community activity center renovations.	537	$500,000	$0
Chinn Chapel Soccer Complex Multipurpose Field Conversion	Additional funding required due to the bid amount being higher than anticipated.	537	$500,000	$500,000

Total General Capital Projects **$ 1,000,000** **$ 500,000**

Utility Capital Projects

Water	Description	Fund	FY 25-26	5 Yr CIP
Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	Funding decrease due to design cost being lower than anticipated.	630	$ (500,000)	$ (500,000)
Denton Creek Water Reuse - Reuse Waterlines	Funding decrease due to design cost being lower than anticipated.	630	$ (600,000)	$ (600,000)
Timber Creek Bridge Water Line Lowering	Funding decrease due to construction cost being lower than anticipated.	630	$ (100,000)	$ (100,000)
West Side Water Line (South)	Funding decrease due to design cost being lower than anticipated.	630	$ (150,000)	$ (150,000)

Wastewater	Description	Fund	FY 25-26	5 Yr CIP
Amhearst Lane Sewer Line Replacement	Funding decrease due to less utility work needing to be completed than anticipated.	630	$ (100,000)	$ (100,000)
Marcus Court Cul-de-sac Sewer Line Replacement	Funding decrease due to less utility work needing to be completed than anticipated.	630	$ (100,000)	$ (100,000)
Marcus Drive Sewer Line Replacement	Funding decrease due to less utility work needing to be completed than anticipated.	630	$ (250,000)	$ (250,000)

Total Utility Capital Projects Impact **$ (1,800,000)** **$ (1,800,000)**

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

DATE: May 4, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of one 2026 Ford F-250 SuperCab 4x2 pickup truck with listed options from Sam Pack's Five Star Ford through BuyBoard Cooperative Contract #724-23, for the Public Works Utility Line Maintenance Division, VERF recommendation for a total of $53,671.04.**

BACKGROUND: The Public Works Department is requesting the purchase of one 2026 Ford F-250 SuperCab 4x2 pickup truck with listed options in the amount of $53,671.04 utilizing the BuyBoard Cooperative Contract #724-23. This vehicle purchase replaces Unit 92330-13, a 2016 Ford F-150 regular-cab pickup assigned to the ULM Sewer Division. This purchase was approved for replacement under the FY2025-26 vehicle replacement fund (VERF). This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: $53,671.04

Proposed Expenditure/(Revenue)	**Account Number(s):**
$53,671.04	565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Fleet Req
2. Quote
3. Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date:	4/10/2026	Ship/Bill To:	Town of Flower Mound
Suggested Vendor:	Sam Packs Five Star Ford	ATTN:	FLEET SERVICES
Contact (if known):	Kevin Moore	Address:	1101 Duncan Lane
Address (if available):	1635 S. IH 35E		Flower Mound, TX 75028
	Carrollton TX, 75006	PO #:	
Phone/Fax:	214-838-7018	Department Name:	ULM Sewer

G/L Account # (if Decision Package)	$ Budget Estimate	Qty.	Unit Description (Specifications)	$ Updated Quote	Amount
					-
VERF	$ 60,000	1	Ford F-250 Ext Cab Pick up. Tool box behind cab and two long tool boxes along side of bed.	$53,671.04	$53,671.04
					-
					-
					-
	All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights			**TOTAL:**	**$53,671.04**

Name/Phone Ext.:	Jeremy Jennings/6440	**APRROVALS:**	
Approved By:		Fleet Manager:	**Bill Sterner**
Unit #(s) to be replaced or specify NEW Unit:	92330-13		
		Bid/Solicitation #:	
Spec Name:		Co-Op/Contract #:	BuyBoard 724-23

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

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
972-446-5031

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Austin Moore - Casey Marshall - Jorge Guerra - Alan Rosner

BuyBoard 724-23

End User: FLOWER MOUND **Sam Pack's Rep:** KEVIN MOORE

Contact: BILLY STERNER **Date:** 4.10.26

Contact TN/Email Phone #

Product Description: 2026 Ford F-250 Color Code White

A. Bid Line # #118 **Base Price:** $ 42,960.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	Included			
	Air Conditoning - Power Steering/Brakes	Included		IN STOCK	
	Power Windows/Locks/Cruise Control	Included			
	Vinyl Interior	Included			
	Backup Camera	Included			
	6.8L V8	Included			
	Extended Cab	$ 2,105.00			
	Heavy Service Front Suspension	$ 125.00			
	Trailer Brake Controller	$ 300.00			
	XL Chrome Package	$ 425.00			
				Total of B. - Published Options	$ 2,955.00

C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
				Total of C. - Dealer Published Options	$ -

D. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price
	RUNNING BOARDS	$695.00			
	1 EXTRA KEY	$325.00			
	Spray in Bed Liner	$495.00			
	TOOL BOX	$925.00			
	CROS BOXES	$1,425.00			
Off Menu Options limited to 25% of Published Price		Current %	**8.42%**	**Total of D. - Off Menu Options**	$3,865.00

Delivery Charges	**0 Miles @ $1.99/mile**		$ -
Manufacturer Options Discount			
Requested aftermarket equipment listed in Section C and D			$ -
Floorplan Expense	**60 Days**	**$7.47 Per Diem**	$ 448.02
Lot Insurance Expense	**60 Days**	**$7.47 Per Diem**	$ 448.02
Manufacturer Destination and Delivery			$ 2,595.00
		F: Total Each	$ 53,271.04
Quantity Ordered 1	**X F =**		$ 53,271.04
Administrative Fee			$ 400.00
Trade In Allowance - Non-Equipment debits and credits			$ -
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE			$53,671.04

Bid Award Recommendation

Date: 4/10/2026 – VERF- FY 25-26

Description: **F250 Super Cab Pick-up 4x2 white with 8' bed and upfit items**

Qty.: 1

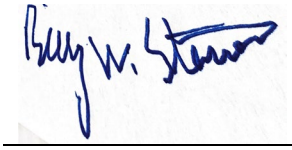
Replaces: *92330-13, a 2016 F150 Reg cab Pick-Up – ULM Sewer*

Bidder: Sam Packs Five Star Ford, Kevin Moore 214-838-7018, kevinmoore@spford.com

Item: 1 – F250 SuperCab 4x2 Pick-up Truck with options as identified on Sam Packs Quote dated 4/10/2026

Total Cost of Vehicles, Equipment & Installation: $53,671.04

It is Fleet Services recommendation to award the bid to **Sam Packs Five Star Ford** in the amount of **$53,671.04** utilizing the **BuyBoard Cooperative Contract 724-23**.



Fleet Services Manager

4/10/2026

Date

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

DATE: May 4, 2026
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 32-25 and amended by Ordinance No. 51-25 and Ordinance No. 02-26 for adjustments to the General Debt Service Fund, Library Development Fund, and Parks 4B Sales Tax Fund.**

BACKGROUND: The attached budget amendment represents the third proposed adjustment of the FY 2025-2026 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

The Library has received donations for their operations from Atmos for summer programming and The Summit Club for STEM kits. This amendment includes the revenue and expense authorization for those donations.

The Parks 4B board approved the budget amount for the debt service payment for Twin Coves in their original approval of the FY 25-26 budget, but it was not transferred over to the approved budget ordinance. This amendment restores that budget amount for the transfer. The amendment also recognizes the revenue to the General Debt Service Fund for the transfer.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Revenue:		**Account Number(s):**
$	269,275	Fund 110 Debt Service Fund
	17,575	Fund 300 Library Development Fund
	-	Fund 317 Parks 4B Sales Tax
$	286,850	

Proposed Expenditure:		**Account Number(s):**
$	-	Fund 110 Debt Service Fund
	17,575	Fund 300 Library Development Fund
	269,275	Fund 317 Parks 4B Sales Tax
$	286,850	

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

ATTACHMENTS:

1. Ordinance- Budget Amendment - 3rd FY 25-26

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026, AS ADOPTED BY ORDINANCE NO. 32-25 AND AMENDED BY ORDINANCE NO. 51-25 AND ORDINANCE NO. 02-26, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL DEBT SERVICE FUND, LIBRARY DEVELOPMENT FUND, AND PARKS 4B SALES TAX FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 32-25 on September 15, 2025 and amended by Ordinance No. 51-25 on December 15, 2025 and by Ordinance No 02-26 on February 16, 2026; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as heretofore adopted by Ordinance No. 32-25 and amended by Ordinance No. 51-25 and by Ordinance No. 02-26, is hereby amended to provide for adjustments to the **General Debt Service Fund**, **Library Development Fund, and Parks 4B Sales Tax Fund**, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO ____, ON THIS 4th DAY OF MAY, 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

TOWN OF FLOWER MOUND
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
OPERATING, SPECIAL REVENUE, & INTERNAL SERVICE FUNDS
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #3

FUND NAME	REVENUE AMENDED	REVENUE ADJUST	REVENUE TOTAL	EXPENDITURES AMENDED	EXPENDITURES ADJUST	EXPENDITURES TOTAL
GENERAL FUND	$ 97,677,480	$ -	$ 97,677,480	$ 97,301,059	$ -	$ 97,301,059
GENERAL DEBT SERVICE FUND	10,085,000	269,275	10,354,275	10,266,367	-	10,266,367
UTILITY FUND	64,012,255	-	64,012,255	63,332,570	-	63,332,570
STORMWATER UTILITY FUND	3,018,000	-	3,018,000	1,879,020	-	1,879,020
LIBRARY DEVELOPMENT FUND	83,000	17,575	100,575	166,000	17,575	183,575
TIRZ FUND	35,734,419	-	35,734,419	53,407,267	-	53,407,267
PARK DEVELOPMENT FUND	150,000	-	150,000	5,787,635	-	5,787,635
TREE PRESERVATION FUND	100,000	-	100,000	298,390	-	298,390
PEG FUND	100,000	-	100,000	406,800	-	406,800
STREET MAINTENANCE - SALES TAX FUND	5,329,430	-	5,329,430	19,052,210	-	19,052,210
PARKS 4B - SALES TAX FUND	5,179,430	-	5,179,430	11,573,736	269,275	11,843,011
IRS EQUITABLE SHARING FUND	-	-	-	-	-	-
JUSTICE SEIZURES FUND	500	-	500	163,500	-	163,500
CHAPTER 59 SEIZURE FUND	-	-	-	-	-	-
ANIMAL CARE FUND	11,000	-	11,000	29,500	-	29,500
OPIOID SETTLEMENT FUND	-	-	-	-	-	-
TEXAS PARKS & WILDLIFE DEPARTMENT FUND	750,000	-	750,000	1,082,547	-	1,082,547
CDBG - HUD GRANT	597,755	-	597,755	597,755	-	597,755
GRANTS FUND	17,740	-	17,740	15,045	-	15,045
NEIGHBORHOOD IMPROVEMENT FUND	74,300	-	74,300	100,000	-	100,000
COVID-19 FUND	355,801	-	355,801	428,311	-	428,311
HOTEL OCCUPANCY TAX FUND	680,000	-	680,000	419,000	-	419,000
MUNICIPAL COURT SECURITY FUND	56,900	-	56,900	81,565	-	81,565
MUNICIPAL COURT TECHNOLOGY FUND	46,000	-	46,000	49,695	-	49,695
MUNICIPAL COURT JURY FUND	1,105	-	1,105	1,000	-	1,000
MUNICIPAL COURT TRUANCY PREVENTION FUND	56,800	-	56,800	60,500	-	60,500
VEHICLE & EQUIPMENT REPLACEMENT FUND	2,504,442	-	2,504,442	4,381,911	-	4,381,911
TECHNOLOGY REPLACEMENT FUND	638,590	-	638,590	461,340	-	461,340
SMALL EQUIPMENT REPLACEMENT FUND	405,205	-	405,205	-	-	-
HEALTH INSURANCE/FLEX ACCOUNT FUND	17,656,720	-	17,656,720	18,665,765	-	18,665,765
	$ 245,321,872	**$ 286,850**	**$ 245,608,722**	**$ 290,008,488**	**$ 286,850**	**$ 290,295,338**

TOWN OF FLOWER MOUND
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
SPECIAL DISTRICTS
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #3

FUND NAME	REVENUE AMENDED	REVENUE ADJUST	REVENUE TOTAL	EXPENDITURES AMENDED	EXPENDITURES ADJUST	EXPENDITURES TOTAL
CRIME DISTRICT - SALES TAX FUND	$ 5,059,430	$ -	$ 5,059,430	$ 8,018,123	$ -	$ 8,018,123
FIRE DISTRICT - SALES TAX FUND	5,049,430	-	5,049,430	8,335,304	-	8,335,304
	$10,108,860	**$ -**	**$ 10,108,860**	**$16,353,427**	**$ -**	**$ 16,353,427**

TOWN OF FLOWER MOUND
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
CAPITAL FUNDS
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #3

	REVENUE			EXPENDITURES		
FUND NAME	**AMENDED**	**ADJUST**	**TOTAL**	**AMENDED**	**ADJUST**	**TOTAL**
GENERAL CAPITAL PROJECTS	$ 450,000	$ -	$ 450,000	$ 5,884,079	$ -	$ 5,884,079
INTERLOCAL CAPITAL PROJECTS	22,418,000	-	22,418,000	28,266,000	-	28,266,000
ROAD ESCROW PROJECT FUND	-	-	-	-	-	-
CO'S - STREETS/SIGNALS	2,000,000	-	2,000,000	3,255,270	-	3,255,270
CO'S - PARKS	-	-	-	-	-	-
CO'S - FACILITIES	30,000,000	-	30,000,000	37,433,717	-	37,433,717
GO'S - STREETS/SIGNALS	6,570,000	-	6,570,000	6,570,000	-	6,570,000
GO'S - PARKS	17,300,000	-	17,300,000	17,300,000	-	17,300,000
ROAD IMPACT FUND	655,000	-	655,000	8,135,721	-	8,135,721
TAX NOTES-CAPITAL	-	-	-	1,349,633	-	1,349,633
SEWER IMPACT FEES	105,000	-	105,000	358,354	-	358,354
WATER IMPACT FEES	400,000	-	400,000	1,969,095	-	1,969,095
UTILITY CAPITAL PROJECTS - RESERVE	1,227,000	-	1,227,000	3,153,994	-	3,153,994
CO'S / REV BOND - WATER	23,115,000	-	23,115,000	54,715,620	-	54,715,620
	$ 104,240,000	**$ -**	**$ 104,240,000**	**$ 168,391,483**	**$ -**	**$ 168,391,483**

TOWN COUNCIL
AGENDA K.1.
REGULAR ITEM(S)

DATE: May 4, 2026
FROM: Michael Kramp, Customer Relations Manager
ITEM: **Consider adopting, on second reading, an ordinance amending Ordinance 26-16 of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services. By adding and defining a new residential green waste service, updating observed holidays, revising rates and pricing for services, modifying customer discount provisions, adjusting the annual capital contribution, and establishing a five-year renewal term.**

BACKGROUND: The proposed Amendment to the Town's Solid Waste Franchise Agreement with Republic Services updates Ordinance 26-16 to ensure residential solid waste services remain aligned with current operational needs and service expectations. This amendment is presented alongside the initiation of the contract's third and final five-year renewal term.

The amendment includes several key updates. It adds and defines a new residential green waste service, updates the list of observed holidays, revises residential and commercial rates and pricing structures, maintains the senior discount, and adjusts the annual customer relations contribution paid to the Town. Additional operational updates address sludge disposal at the wastewater treatment plant and refine procedures for special collection services. One item requiring specific Town Council direction is the proposed green waste service. Republic Services has presented several potential approaches for offering green waste collection to residents, and staff seeks Council guidance on whether to implement this service and the preferred method for doing so.

This amendment also initiates the final five-year renewal permitted under the original franchise agreement. At the end of this term, the Town will be required to conduct a competitive bid process for solid waste and recycling services.

In accordance with the Town Charter, ordinances amending a public-utility franchise must be read at two separate regular Town Council meetings. This is the second and final reading, after first coming to Town Council on April 20. Republic Services is present for the second reading to discuss the proposed changes and answer questions.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Republic Services Amendment

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, IMPLEMENTING AMENDMENTS TO ORDINANCE 26-16 AND THE SOLID WASTE FRANCHISE AGREEMENT WITH ALLIED WASTE SERVICES D/B/A REPUBLIC SERVICES ("REPUBLIC SERVICES"), ADOPTED PURSUANT TO SUCH ORDINANCE, BY ADDING AND DEFINING A NEW RESIDENTIAL SERVICE, UPDATING OBSERVED HOLIDAYS, REVISING RATES AND PRICING FOR SERVICES, MODIFYING CUSTOMER DISCOUNT PROVISIONS, AND ADJUSTING THE ANNUAL CAPITAL CONTRIBUTION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER IN ACCORDANCE WITH SECTION 10.02 OF THE TOWN CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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 collection of municipal solid waste and recyclable materials is a governmental function performed for the protection of public health, safety, and general welfare; and

WHEREAS, the Town Council of the Town of Flower Mound previously approved pursuant to Ordinance 26-16, a Solid Waste Franchise Agreement with Allied Waste Services D/B/A Republic Services, which provided Republic Services with a franchise, license, and privilege to provide solid waste and recyclable materials collection within the Town and to perform such work as may be incidental thereto in accordance with the terms of that Agreement ("Agreement"); and

WHEREAS, the initial term of the Agreement is five (5) years and such term automatically renews for up to three successive five-year periods. The Parties now desire to enter into the third and final renewal period subject to the terms of the Agreement, as modified by the attached and herein approved First Amendment to the Agreement ("First Amendment"), as provided for herein; and

WHEREAS, the Town's Charter provides that the Town Council has the authority to amend franchise agreements; and

WHEREAS, the Town Council has determined that the best interests of the Town are served by entering into this First Amendment for the collection of solid waste and

recycling services for the Town of Flower Mound pursuant to the terms of the First Amendment, which is attached hereto and approved by this Ordinance.

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

SECTION 1.

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

SECTION 2.

This Ordinance amends Ordinance No. 26-16 approving the Agreement, and the Agreement is hereby amended as set forth in the First Amendment, a copy of which is attached hereto as Exhibit "A," and incorporated herein for all purposes and is hereby approved in form and substance. All terms of Ordinance No. 26-16 and the Agreement not expressly amended hereby shall remain in full force and effect.

SECTION 3.

The Mayor or her designee is authorized to execute the First Amendment on behalf of the Town.

SECTION 4.

This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town and shall not operate to repeal or affect any such other ordinances, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

SECTION 5.

It is hereby declared by the Town Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 6.

The Town Secretary of the Town of Flower Mound is hereby directed to publish the full text of this ordinance once each week for two consecutive weeks in the official newspaper of the Town in accordance with Town Charter Sec. 10.02.

SECTION 7.

This Ordinance shall be in full force and effect from and after the expiration of 30 days following its passage, pursuant to the terms contained herein, and publication as required by law, and it is so ordained.

DULY PASSED, APPROVED, AND ADOPTED ON FIRST READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE _____ DAY OF _____, 2026.

DULY PASSED, APPROVED, AND ADOPTED ON SECOND READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE _____ DAY OF _____, 2026.

APPROVED:

_____
Cheryl Moore, Mayor

ATTEST:

_____
Traci Henderson, Town Secretary

“EXHIBIT A”

FIRST AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT

THIS FIRST AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT (“First Amendment”) is by and between the Town of Flower Mound, Texas, a municipal corporation located in Denton and Tarrant Counties, Texas (hereinafter called “Town”), and Allied Waste Services of Fort Worth, LLC d/b/a Republic Services, (hereinafter called “Contractor”). The Town and Contractor may from time to time herein be referred to individually as “Party” and together as the “Parties.”

RECITALS

WHEREAS, in 2016 the Parties entered into a Solid Waste Franchise Agreement (“Contract”) governing the provision of solid waste and recyclable collection and disposal services within the Town; and

WHEREAS, the Town and Contractor desire to amend the Contract to clarify and update certain operational, financial, and administrative provisions to reflect current service practices and negotiated terms; and

WHEREAS, the Parties specifically desire to amend the Contract to: (1) add a new and defined service offering available to residential customers; (2) update the list of observed holidays affecting service schedules; (3) revise pricing and rate provisions applicable to residential collection under the Contract; (4) modify the terms for certain customer discounts; and (5) adjust the annual capital contribution payable by Contractor to the Town; and

WHEREAS, the Town and Contractor each desire to enter into this First Amendment to amend the Contract to accomplish the changes listed above; and

WHEREAS, the Town Council finds that approval of this First Amendment to the Contract will promote the continued efficient and reliable provision of solid waste and recyclable services to Town residents and is in the best interest of the public health, welfare, and safety.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties that the Contract is amended as follows and all other provisions of the Contract not herein amended to remain in full force and effect:

AMENDMENTS

1. Definitions. Section 3 of the Contract is hereby amended to add the following definition:

"Greenwaste: Plant-based yard debris, including grass clippings and leaves placed in disposable mulch bags, as well as branches and other compostable vegetation that can be bundled."

2. Scope and Nature of Operation. Section 4 of the Contract is hereby amended to add new subsection F, which reads as follows:

"F. Greenwaste/Brush Collection: Contractor shall provide Greenwaste/Brush collection, packaged according to how such term is defined herein, to Residential Customers a minimum of twice per year, and replacing bulk services agreed upon by Town and Contractor for no less than 4 weeks in the Spring and Fall."

3. Collection Operation. Section 5(D) of the Contract is hereby deleted in its entirety and replaced with the following:

"D. Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Thanksgiving Day
Christmas Day

When a holiday falls on a weekday (Monday through Friday), Contractor shall delay all routes one day from the day of the holiday until the end of that week, completing all routes on Saturday of that week. For example, if New Year's Day falls on Wednesday, no routes are run on Wednesday. The New Year's Day routes will be run on Thursday, Thursday's routes will be run on Friday, and Friday's routes will be run on Saturday."

4. Services at Town Facilities. Section 9(C) of the Contract is hereby deleted in its entirety and replaced with the following:

"C. The Town, at its sole discretion, may elect to dispose of all sludge accumulated at the Town's wastewater treatment plant located at the end of Duncan Lane, Flower Mound, Texas, using its own equipment or by contract with a separate vendor. If requested by Town, Contractor agrees to dispose of sludge at a landfill of Contractor's choice accumulated at the Town's wastewater treatment plant, at the following rates during the term of this Contract, or any renewal thereof:

(a)	Routine Transportation Charge (includes 4 tons)	$285.00 per haul
(b)	Landfill Disposal Charge *based on the current profile on file of the material	$40.00 per ton*
(c)	Emergency/Wet Weather Contingency Charge 6 times a year; Combined flat rate charge for labor and fuel to deliver empty; 20 or 30 cubic	

yard containers as needed or requested. $75 each

(d) Per Hour Charge for Delays (Stated hourly rate reflects total hourly cost for any delays caused by the Town of Flower Mound. Delay charge will not apply to any delays not caused by the Town of Flower Mound.) $40 per hour

(e) Liner for container if needed included in pricing above.

The charges in this section are not subject to franchise fees."

5. Rates. Section 14 of the Contract is hereby deleted in its entirety and replaced with the following:

"**14. Rates**

Effective October 1, 2026, Contractor shall charge the rates (the "base rates") for services performed herein as described in Appendix "A," attached hereto and incorporated herein. Note: All rates and cart sizes listed Appendix "A" are current as of October 1, 2026, and are exclusive of a five percent (5%) franchise fee (all collection types) and a four percent (4%) billing fee (residential collection only).

All Commercial and Industrial Customer base rates are subject to a franchise fee and sales taxes, as applicable.

(a) Special Brush/Bulky Collection: Contractor shall provide special request collection within seven (5) calendar days of the request at the appropriate rate, as described herein. If any Residential Unit Customer shall desire to dispose of any Brush, Bulky items, Construction Debris (generated from the residential unit only) or Stable Matter, such customer shall notify Contractor of customer's desire to dispose of such items and Contractor shall quote the price(s) listed below and if Customer agrees to such pricing, Contractor shall collect the material and bill the Residential Unit directly for this service. This service shall be subject to the Town's franchise fee. Service shall be limited to items as defined herein, placed at the usual place of garbage pickup, or as otherwise directed by Contractor or Town. The customer shall be billed directly by Contractor at the rate of $50.00 per hour.

(b) Modification of Rates:

i. The residential and commercial base rates shall remain effective for a period commencing on October 1, 2026, and continuing through September 30, 2027, and thereafter shall be subject to a fixed 5% Price increase, annually, beginning on October 1, 2027. If this Contract should be renewed for another successive five-year term,

this fixed Price increase amount will be eligible for re-negotiation and could increase or decrease depending on economic factors.

ii. The Senior Discount remains $2.00 per month for the life of this Contract, regardless of the adjustments made under this section."

6. Customer Relations Contribution. Section 26 of the Contract is hereby deleted in its entirety and replaced with the following:

"**26. Customer Relations Contribution**

In addition to any other contributions by Contractor referenced in this Contract, Contractor shall make an annual contribution each October, beginning in October 2026, of $105,829.21 to the Town to assist in defraying costs incurred by the Town to maintain a customer relations program. This amount shall increase each October by 5% (the fixed Price Index rate) as described in Section 14, "Rates," specifically that portion entitled "Modification of Rates."

7. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

8. Entire Agreement/Ratification. The Contract and this First Amendment represent the entire agreement among the Parties with respect to the matters that are subject hereof. All terms and provisions of the Contract not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this First Amendment, all references to the term "Contract" in this First Amendment shall include the terms contained in this First Amendment

9. Conflicting Provisions. In the event of any conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.

10. Effective Date. This First Amendment and the modifications set forth herein shall become effective on May 2, 2026, and shall remain in effect according to the same terms provided for in the Contract.

IN WITNESS WHEREOF, the Town and Contractor have executed this First Amendment as of the First Amendment Effective Date written above.

TOWN OF FLOWER MOUND, TEXAS

_____

Cheryl Moore, Mayor

ATTEST:

_____
Traci Henderson, Town Secretary

CONTRACTOR

_____
David Baker, General Manager

STATE OF TEXAS §
§
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for _____County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the forgoing instrument and acknowledged to me that he/she is the _____ of _____and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____day of _____, 2026

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Appendix A – Rates

REPUBLIC SERVICES
FRANCHISED CITY RATES
TOWN OF FLOWER MOUND
NET OF FRANCHISE FEES
Commercial Front-Load Rates
PICKUPS PER WEEK

Size	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	$ 96.32	$ 161.04	$ 225.74	$ 290.49	$ 355.16	$ 381.90	$ 49.29
3 YD	$ 107.65	$ 194.15	$ 270.11	$ 356.62	$ 400.97	$ 433.52	$ 56.41
4 YD	$ 129.44	$ 258.83	$ 346.10	$ 464.93	$ 583.83	$ 642.58	$ 67.80
6 YD	$ 173.04	$ 303.93	$ 434.79	$ 628.89	$ 823.02	$ 911.79	$ 76.12
8 YD	$ 226.78	$ 391.14	$ 693.86	$ 767.37	$ 1,083.32	$ 1,269.52	$ 84.77

TEMPORARY FRONT-LOAD FOR RESIDENTAIL
PRICE INCLUDES DELIVERY, RENTAL, REMOVAL, AND DISPOSAL COST

Size	
6 YD	$ 214.64
8 YD	$ 228.50
10 YD	$ 250.42

INDUSTRIAL ROLLOFF RATES

Size	Type	Delivery	Rental Per Daily	Total PerLD Including Disposal
10YD	OPEN (TEMP)	$ 138.58	$ 5.53	$ 514.56
20YD	OPEN (TEMP)	$ 138.58	$ 5.53	$ 557.83
30 YD	OPEN (TEMP)	$ 138.58	$ 5.53	$ 583.99
40 YD	OPEN (TEMP)	$ 138.58	$ 5.53	$ 605.32

COMPACTORS (RENTAL FEES ARE NEGOTIABLE)

Size	Delivery	Rental Per Daily	Total PerLD Including Disposal
2 YD	$ 138.58	NEGO	$ 74.29
3 YD	$ 138.58	NEGO	$ 106.26
4 YD	$ 138.58	NEGO	$ 138.22
6 YD	$ 138.58	NEGO	$ 192.81
8 YD	$ 138.58	NEGO	$ 241.63
30 YD	$ 138.58	NEGO	$ 673.39
35 YD	$ 138.58	NEGO	$ 686.85
40 YD	$ 138.58	NEGO	$ 714.52
42 YD	$ 138.58	NEGO	$ 729.21

RESIDENTIAL		BASE RATE	
WEEKLY SOLID COLLECTION/RECYCLING/BRUSH & BULK		$ 18.72	MO
**SENIOR RATE (65 YEARS OR GREATER)	**includes discount of $2.00	$ 16.72	MO
ADDITIONAL SOLID WASTE CART		$ 9.34	MO
ADDITIONAL RECYCLING CART		$ 1.39	MO

COMMERCIAL HAND LOAD
COMMERCIAL HAND COLLECTION, PER 90-96 GALLON POLYCARD
SEMI-AUTOMTED COLLECTION COST

ONCE PER WEEK	$ 42.05	MO
TWO CARTS ONCE PER WEEK	$ 51.49	MO

EXY per Incident **$ 49.63**

Franchise Fee 5% & Billing Fee 4% residential collection only
Franchise Fee 5% Commercial/Industrial

EFFECTIVE DATE 10/1/2026 TOWN HALL PHONE 972-874-6001

TOWN COUNCIL
AGENDA K.2.
REGULAR ITEM(S)

DATE: May 4, 2026
FROM: Dean Larson, Construction Manager
ITEM: **Consider approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for design, engineering, architectural services, providing construction documents, and construction administration services for the Community Activity Center (CAC) Expansion and Renovation project, in the amount of $5,038,840.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Flower Mound's Community Activity Center, also known as the CAC, is situated on the southeast side of town and was originally built in 2008. Since the CAC was built, Flower Mound has increased its population by over 20%. In the past 18 years, much of this growth has been concentrated on the southeast side of Town. The CAC, in its current configuration, does not adequately meet the needs of this growing community. In 2024, Barker Rinker Seacat Architecture (BRS) was commissioned to perform a Feasibility Study to determine what upgrades to the CAC are desired and needed to meet the current and future needs of the Town of Flower Mound's residents.

After reviewing and taking into consideration the Town's 2017 Parks, Recreation, and Open Space Master Plan, and the recently completed 2024 Feasibility Study and surveying residents, BRS concluded that the CAC needs significant investments and upgrades to meet the community's growing needs. Their proposed project is as follows:

This project includes renovating approximately 34,400 SF of the facility built in 2008, and adding approximately 55,000 SF of new structure to the east, west, and south sides of the Community Activity Center. This includes adding a new gym with 3 indoor middle school basketball courts and 1 indoor high school turf field, admin offices, lobby and support area, a 35-person group exercise studio, a 30-person group exercise studio, outdoor rooftop fitness zone, expanding the child watch area, adding new dry and wet area party rooms/classrooms, new indoor recreation activity pool, outdoor pool patio/shade spaces, and outdoor pool restrooms & concessions

Barker Rinker Seacat Architecture (BRS) has proposed to provide all design and architectural services, interior and furniture design, provide and oversee all trade engineering, produce all construction documents and drawings, and to oversee construction administration for this proposed CAC expansion and renovation project. See accompanying PSA.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $5,038,840.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$5,038,840.00	537-110-90756-6070

LEGAL REVIEW: Brennan Lafferty, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. PSA - BRS Architecture CAC Design Services with Attachements 10April26
2. BRS Architecture Form 1295 Certificate 101520355
3. BRS Architecture Form 1295 Certificate 101520355

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH BARKER RINKER SEACAT ARCHITECTURE

This contract is entered into on this 4th day of May, 2026, by and between the **TOWN OF FLOWER MOUND, TEXAS,** a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Barker Rinker Seacat Architecture,** ("hereinafter referred to as "CONSULTANT") whose address is 129 S. Main St. Unit 230, Grapevine, TX 76051.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to design, engineering and architectural services, providing construction documents, and construction administration services for the Community Activity Center (CAC) Expansion and Renovation project; and

WHEREAS, CONSULTANT is an architecture firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Community Activity Center (CAC) Expansion and Renovation 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 Five Million Thirty-Eight Thousand Eight Hundred Forty and No/100 Dollars ($5,038,840.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.
Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such

notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

Vendor agrees they will not use the Town's data for AI purposes and will disclose if they submit documents to the Town that include AI generated statements. This includes proposals/bid submittals.

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
2121Cross 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.

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:

Dean Larson
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6291 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.
Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or 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, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES TO THE EXTENT CAUSED BY NEGLIGENCE. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONSULTANT OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein,

"Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

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

Dean Larson
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6291 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:

Craig Bouck, AIA, LEED AP, NCARB
Partner, Principal
Barker Rinker Seacat Architecture
129 S. Main St. Unit 230
Grapevine, Texas 76051
303-455-1366 Telephone
craigbouck@brsarch.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal

laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship

with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

CONSULTANT: **BARKER RINKER SEACAT ARCHITECTURE**	**THE TOWN OF FLOWER MOUND, TEXAS**
By: _____	By: _____
Name: CRAIG BOUCK	Name: _____
Title: PRINCIPAL	Title: _____
Dated: 04/10/2026	Dated: _____

ATTACHMENT “A”

SCOPE OF WORK

Barker Rinker Seacat Architecture (BRS) will be the Architect of Record and be responsible for full-service architectural and engineering services, which include:

- complete design services
- architectural services
- interior design
- furniture design
- wayfinding/graphics & signage
- construction documents
- construction administration

BRS has assembled a TEAM of licensed engineers to provide following services, which include design, engineering, all required construction drawings and documents, and construction administration, and closeout for the following:

- Mechanical (HVAC) Engineering (ME Engineers)
- Electrical Engineering & Lighting (ME Engineers)
- Plumbing & Fire Engineering (ME Engineers)
- Acoustic Engineering (ME Engineers)
- Base Commissioning (ME Engineers)
- Boundary & Typographical (Haiff)
- Site Stormwater (Haiff)
- Civil – Engineering (Haiff)
- Landscape Architecture (Haiff)
- Cost Estimating (Blundall)
- Food Service Design (FDP)
- Aquatics Engineering (WTI, Inc)
- Aquatics Existing Equipment Assessment & Replacement Engineering (WTI, Inc)
- Sustainability Engineering (Group 14)
- Accessibility Consultant (Accessology Reviews & Inspections)
- Geotechnical Engineering (Geotex)
- Structural Engineering (IMEG)
- A/V, Security, Low Voltage & Technology Engineering (ME Engineering)



Project Description

The feasibility study for the Community Activity Center Expansion, submitted to the Town of Flower Mound on August 22, 2024, envisions renovating the approximately 34,400 SF built in 2008 and adding roughly 55,000 SF to the east, west, and south sides of the Community Activity Center. The entire project site spans about 14 acres within a 76.3-acre park in the Town of Flower Mound.

The Town of Flower Mound completed an online survey of 667 residents, and the top desires of residents include:

1. Sports Courts
2. Turf sports
3. Indoor aquatic leisure pool and fitness
4. Weight Training / Free Weights
5. Adult programs and sports
6. Youth programs
7. Hobby / special interest
8. Cooking
9. Arts & Crafts
10. Group Fitness

As you can see from the existing building floor plans, the Flower Mound CAC is a two-level structure with a single gym, group exercise, competition pool, locker rooms, offices, child watch, teen room and multipurpose rooms on the main level, plus a walk/ jog track and fitness area on the upper level.

TOWN OF FLOWER MOUND
ACTIVITY CENTER EXPANSION PROJECT
BRS CONSULTANT SCOPING DOCUMENT

Modified 3/23/2026 for Proposal Submission

Please refer to the Feasibility Study and the Program Table below for the scope of work:

Facility Space	Existing SF	Dry Expansion SF	Dry Renovation SF	Wet Expansion SF	Wet Renovation SF	Notes
Administration		1,782	3,117			
Aquatics Support						
Lobby and Support Spaces		1,613	5,062			
Locker Spaces					3,331	
Universal Changing Rooms					2,340	Renovation and Expansion
Gym 3 Middle School, 1 High School Turf (MS Sized) (New)	9,600	26,736				Existing HS/(2) MS Gym
MAC 3 - Multi Use Activity - 2 High School						(2) HS, 4 (MS) & Storage
9,500 Fitness & Weights (Existing Gym)			9,600			
3,560 Fitness & Weights (Existing)	3,560		3,560			
35 Person Group Exercise Studio (Existing)		2,165				
30 Group Exercise Studio (New)		2,165				Requires shade structures to be relocated
30-40 Group Exercise Studio (New)	2,100		2,457			Requires shade structures to be relocated
Outdoor Rooftop Fitness Zone		4,469				Above Aerobics
Child Watch	651	1,427				New Tot Drop at Entry
Party Room / Classroom	500	549		702		Convert Pool Storage Room
Indoor Playground			819			Under and Over Lobby Track
5,400 Indoor Recreation Activity Pool (New)				13,039		Includes Spa
6,000 Activity Pool - Outdoor	2,000					Existing Outdoor Pool
25-Meter x 25-Yard Pool	12,531					Existing Lap Pool
Multipurpose Room - Large	2,000					Existing MP Room 1&2
Multipurpose Room - Small	1,000					Existing MP Room 3
Games Room	2,000					Existing Chill Zone
Adventure/Hill Course Track (5 Laps/Mi)						Hills/Stairs added between upper and lower fitness
Elevated Walk/Jog Track (Existing)	3,833		4,300			Existing Chill Zone
Outdoor Pool Patio/Shade Space	1,125			6,300		
Outdoor Pool Restrooms & Concessions				990		
Indoor Spa (Whirlpool) - 15 Person (New)				322		Included above
Catering Kitchen	300					Existing Catering & Storage

Sustainable Design/LEED

While the Town of Flower Mound has not yet decided whether to formally pursue LEED certification, the City has expressed interest in incorporating sustainable design and energy-efficient systems where possible and cost-effective in the project (LEED-certifiable). BRS would like to provide sustainable design principles throughout the design for the Flower Mound CAC site and building, and further investigate sustainable options in the Schematic Design and Design Development phases, even if the Town of Flower Mound decides not to pursue LEED certification:

- Roof materials will be chosen to provide minimum off-gassing and durability, as well as reduce the heat island effect.
- All materials used in the new building were chosen in part because they are durable and long-lasting.
- Interior materials to be chosen will contain recycled products where it is possible to minimize off gassing.
- All windows in the building will be double-pane and low-emissivity to reduce mechanical loads.
- The window placement and size will be considered in part to allow the building to be naturally lit where appropriate.
- Artificial lighting is designed to be highly efficient and to minimize electrical and heat loads.
- Use of low water fixtures.
- Use of skylights for daylighting in large volume spaces.
- Alternate heating and cooling strategies should be studied to maximize the recovery of expended heat for reuse.
- The use of native plantings and seeding, as well as drought-tolerant species, should be considered for non-focal areas.
- Other strategies might include porous paving or light-colored paving.

Project Schedule

The Town of Flower Mound aims to select a General Contractor/Construction Manager at Risk (CMAR) early in the design process to provide Pre-Construction Services. The project will be completed in multiple phases, as outlined below; however, we anticipate preparing a single bid set at 100% CDs.

There are expected to be two (2) overall phases for the planned construction of The Town of Flower Mound CAC. During Phase 1, the existing building will remain open with all services operational while the natatorium, gymnasium, and group fitness area are being added. Phase 1 will also include constructing the newly expanded parking lot and all site amenities on the East and West sides of the site. Once Phase 1 is complete, interior renovations of the existing facility will begin, including the administration area, conversion of the old gymnasium into a fitness studio, and locker room updates. The project's detailed phases will be further developed once a CMAR is chosen for the project team.

It is our intent to freeze the horizontal and vertical building dimensions by week four of the Design Development phase.

Our schedule assumptions are as follows, assuming a single bid package:

Phase (# of meetings)	Duration	Preliminary Schedule
Schematic Design (4)	12 weeks	*April – June 2026*
Phase Review/SD Estimate	2 weeks	*June 2026*
Design Development (4)	12 weeks	*July – September 2026*
Phase Review/DD Estimate	2 weeks	*October 2026*
Value Engineering Review	1 week	October 2026
Construction Documentation (4)	12 weeks	October 2026 – January 2027
Phase Review @ 90% CD Level	2 weeks	January 2027
Final Construction Documentation (1)	2 weeks	February 2027
Bidding/ Negotiation	6 weeks	February – March 2027

Construction Administration (48*)	104 weeks	June 2027 – June 2029
Total	**155 weeks**	

We are targeting a construction start during early Summer 2027.

Consultants should review their scope definition below regarding the required Client meetings. *BRS will make two monthly trips to the Town of Flower Mound during construction.

Agency Review

The following codes are in effect in ***Flower Mound*** (yes, we confirmed this!):

- 2024 INTERNATIONAL BUILDING CODE
- 2023 NATIONAL ELECTRICAL CODE (NEC)
- 2024 INTERNATIONAL PLUMBING CODE
- 2024 INTERNATIONAL MECHANICAL CODE
- 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE
- 2024 INTERNATIONAL ENERGY CONSERVATION CODE
- 2024 INTERNATIONAL FUEL GAS CODE
- 2024 INTERNATIONAL FIRE CODE & 2000 LIFE SAFETY CODE (NFPA 101)
- City of Flower Mound Local Amendments to IBC 2024
- Texas Accessibility Standards
- State of Texas Health Code
- Denton County Amendments to the International and State Codes.

We expect the building to be Type IIB construction and fully sprinklered. All code assumptions must be confirmed with the building official.

General Notes

1. All consultants should review and accept the language of this document.
2. All consultants should review this entire scope package to familiarize themselves with the scope being requested by other disciplines. In several cases we are requesting multiple disciplines to assume responsibility for different aspects of design and documentation of a particular element.
3. Consultants will be expected to coordinate their work with the entire team, whether or not this is explicitly stated in the following narratives.
4. We will be using Revit Architecture 2026 and ACC Model Sharing on this project. Our assumption is that the following consultants will use BIM: Structural, Mechanical, Plumbing, Electrical, Lighting and Aquatics. Civil and Landscape shall use Autodesk Civil 3D, if Revit is not available, and will integrate this into the database.
5. For those working in Revit. Provide a list of what model element will or will not be modeled in your consultant model.
6. Specifications will be in the latest Construction Specifications Institute (CSI) MasterFormat®.
7. All consultants should review and acknowledge familiarity with the agency requirements.
8. Review the project schedule for the number of design meetings in Flower Mound. Out-of-state consultants: assume design meeting trips include two overnight stays and a one-day client meeting per trip.
9. BRS believes in Lean project delivery. As such, this project will include phase-by-phase project pull planning. Consultant team members will be expected to attend a 0.5–0.75-day Pull Plan session at the beginning of each phase and to check in and update the digital pull plan via the SWAP PM Platform on a weekly basis to actively participate in the project delivery process.
10. If attendance at a meeting is required, you will be expected to bring multiple hard copies of the latest project drawings and/or digital files for use at the meeting and to leave with BRS and the Client.
11. Out-of-state consultants: all proposals should include time for contract administration, including travel time: please advise us of the recommended number of trips—and overnight stays if required—provide your reimbursable travel costs broken out in your fee proposal.

12. Deliverables will include:
    a. End of phase: at the end of each phase, include Revit model & PDF drawings of your discipline posted to BRS using "Autodesk Construction Cloud".
    b. Meetings. If attendance at a meeting is required, you will be expected to coordinate with BRS to determine whether hard copies of the latest project drawings and/or digital files are needed for the meeting and provide them, if needed.
    c. Bi-monthly sharing of the Revit model will occur by posting updated models to BRS through "Autodesk Construction Cloud".
13. It is assumed that a single bid set will be issued at the end of Construction Documents, unless indicated otherwise in this document.
14. BRS will make every effort to provide submittals in an electronic format. If paper/ physical submittals are provided/ required, the consultant will return three copies/ samples to the architect
15. Please break out your scope and fee by discipline as follows:
    a. SD - Schematic Design/ Conceptualization and Criteria Design Phase.
    b. DD - Design Development/ Detailed Design Phase.
    c. CD - Construction Documents/ Implementation Documents Phase.
    d. BN - Bidding/ Negotiation (including permit acquisition/ response to comments/local city approval) and
    e. CA - Contract Administration Phase.
    f. CL – Closeout Documentation & Warranty Walk
    g. Additional Service Items shall be listed if applicable to your discipline.

Example of a Fee proposal breakdown that should be submitted. Each Consultant should modify this change according to the added scope items in their section or those they are interested in proposing.

Discipline (e.g. Mechanical Engin.)	SD	DD	CD	BN	CA	CL	Total
Base: Community Center/Site	$	$	$	$	$	$	$
Add: Geotechnical Survey	$	$	$	$	$	$	$
Add: Topographical Site Survey	$	$	$	$	$	$	$
Add: Stand-By Generator Design	$	$	$	$	$	$	$
Add: Furniture Design	$	$	$	$	$	$	$
Add: Wayfinding Graphics / Signage	$	$	$	$	$	$	$
Add: Existing Pool Equipment Replacement	$	$	$	$	$	$	$
Add: LEED Design and Documentation	$	$	$	$	$	$	$
Add: Security / Access Control	$	$	$	$	$	$	$
Add: Enhanced Lighting Design	$	$	$	$	$	$	$
Add: Enhanced Commissioning	$	$	$	$	$	$	$
Add: Record Documents	$	$	$	$	$	$	$
Total	$	$	$	$	$	$	$

16. General Exclusions to the contract
    a. Product/System substitution review after completion of original project bidding.

General Scope for all Consultants:

1. Upon agreeing to your proposal, BRS will enter into a contract with your company using AIA's C401 standard form or agreement. The following insurance amounts will be required as part of that contract: General Liability $1,000,000 per claim, $2,000,000 aggregate limit; Automobile Liability $1,000,000; Worker's Compensation $100,000 each accident, $100,000 employee, $500,000 aggregate limit; Professional Liability $1,000,000 per claim, $1,000,000 aggregate limit.
2. Provide CA services during construction, including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, change orders, etc.

3. Include the number of site observation visits during the CA phase that will be required. Provide your reimbursable travel costs broken out in your fee proposal.
4. Assume 1 trip to the project site during SD to review and walk the existing building.
5. Include attendance at client workshops in Flower Mound; (2-SD, 2-DD, 2-CD), attend remaining client meetings via virtual conference call. Provide your reimbursable travel costs broken out in your fee proposal for these design trips.
6. Project specification and drawings shall allow for product alternates equivalents within project documents for milestone Contractor pricing.
7. Edit and Format Project specifications according to BRS specification Consultant "iBIM" formatting and editing requirements.
8. Assume value engineering will occur during the DD and CD phases and include in base services.
9. Assume project documents with be issued as a single bid package.
10. Provide a separate fee for preparing record drawings based on drawings marked up by the Contractor.
11. Review of project substitution requests prior to bid only during the bidding/negotiation phase.

Civil Scope (pursuant to AIA B103, Section 4.1.7) (Halff)

Site and utility design, including:

12. A site survey and geotechnical analysis will be provided to the Civil Engineer. Include a separate fee to provide geotechnical analysis and to provide a full topographical site survey for project use, including horizontal control, utility lines/sizes, landscaping elements & size, site grading, surface improvements and hardscape, building corner points on site and of adjacent buildings, site amenities, etc.
13. All work 5'-0" outside the building perimeter (work within this perimeter is by other disciplines) to a point within 75'-0" outside of the property line (for utility connections).
14. Structure placement/location-horizontal and vertical control.
15. Confirmation of location, size and adequacy of utilities serving the site.
16. Design water, fire loop and hydrants, sanitary sewer, storm water system, gas main to meter and electrical transformer.
17. Design site drainage and storm water system, including piping, retention structures, and soil erosion control.
18. Design of sub-surface drainage for the new
19. Design and documentation of civil work associated with a monument sign structure.
20. Coordination of re-routed utilities on site, including gas, electrical, telephone, CATV and fiber optics.
21. Coordination with utilities and districts for project approvals.
22. Produce final grading plans based on the conceptual grading plan provided by the Landscape Consultant.
23. Location of all retaining walls and surface improvements, including parking, sidewalks, fire lanes and other improvements. Design of high retaining walls above 30" by Structural Design Consultant and design of low retaining walls below 30" by Landscape Architect.
24. Location of foundation drain to daylight (perforated pipe surrounding foundation that drains to daylight or storm conveyance) 5'-0" past exterior of building footprint.
25. Design of paving systems, curb and gutter. Initial parking lot concept layout by Landscape.
26. Design of fire access road/lane connection along the east and south side of the facility.
27. Preparation of a phasing plan for Final Plan Review Application with consultation from Contractor.
28. Provide all town-required documentation for early planning department submittal, including review and revisions/responses based on city comments.
29. Creation of specifications for the Civil Consultant's scope of work. Including the coordination of the earthwork-related specification section with BRS's specification consultant, iBIM. The Earthwork specification section shall incorporate all aspects of the project earthwork scope, including site and building earthwork requirements. Incorporation of the Geotechnical Engineer-recommended and Owner-approved design specification shall be included or edited if provided by iBIM.
30. Include conference call meeting with Geotechnical engineer, Owner, Structural engineer and iBIM to coordinate and confirm Owner's desired approach to the earthwork and building foundation design.
31. Exclusions to this contract:
    a. Design of areas beyond noted project boundaries (approx. 14 acres) on the overall 76.3-acre park site plan.

b. Multiple design alternates requested by the Client to be included in the CMAR milestone pricing documents shall be an additional service.

Landscape Scope (pursuant to AIA B103, Section 4.1.8) (Halff)

1. All surface improvements, landforms and plantings within the property line, including paved and landscape areas, and street lawns at the new parking expansion.
2. Concept grading plan.
3. Provide Initial concept design of the parking lot layout and flow during SD. After the initial concept layout, further design of the paving system, curb and gutter and horizontal and vertical dimension control by Civil.
4. Design and documentation of pedestrian plazas, patios, outdoor decks, relocated soccer field and surface walkway systems, including configuration and surface treatment/ materials/patterns.
5. Concept design of all site retaining walls, including finish. Then coordinate this design with the Structural Engineer for structural design of site retaining walls and rockeries 3'-0" and higher.
6. Design and documentation of site retaining walls and rockeries below 3'-0" high.
7. Design and documentation of transformers, trash and other landscape enclosures above grade, if required.
8. Design and specifications of site fencing, including gates if required to limit site vehicular and pedestrian access.
9. Design and specifications of site furnishings & flag poles.
10. Design and documentation of landscape features associated with a monument sign structure.
11. Irrigation design and documentation for plant material.
12. Coordination of landscape lighting with lighting consultant/electrical engineer.
13. Submit a detailed booklet of suggested manufacturer data sheets for landscape furnishings & flag poles
14. Project specification and drawings shall allow for product alternative equivalents within project documents for milestone CMAR pricing.
15. Creation of specifications by others for the Landscape Consultant's scope of work, including planting medium, plant materials, fencing and gates, site furnishings, low retaining walls and paving systems designed by the Landscape Consultant.
16. Consultation with team on project construction staging and phasing.
17. Provide all Town-required documentation for early planning department submittal, including review and revisions/responses based on city comments.
18. The project may be submitted to the USGBC for a LEED Silver or better certification. Provide documentation and coordination services with the Architect and other consultants to achieve the suggested points for this rating. All points within the LEED v4.1 could be studied and included in this project. Provide a separate fee for this scope.
19. Provide a separate fee for preparing record drawings based on drawings marked up by the CMAR.
20. Assume value engineering will occur during the DD and CD phases and will be included in base services.
21. Assume project documents with be issued as a single bid package. However, provide a separate fee for having to coordinate a separate (2nd) bid package. In a scenario with two bid packages, the first will include civil and structural drawings, including site utilities, grading, excavation, foundations, and structural steel; the second will include the remaining disciplines and scope.
22. Exclusions to this contract:
    a. Design of areas beyond noted project boundaries (approx. 14 acres) on the overall on 76.3-acre park site plan.
    b. Multiple design alternates requested by the Client to be included in the CMAR milestone pricing documents shall be an additional service.
    c. Design of structured post tensioned slab for Tennis court or other site amenities shall be an additional service
    d. Design of Green Roofs (both Intensive and Extensive)
    e. Site Water Features

Structural Scope (IMEG)

1. Structural design of the project.
2. Coordinate foundation design with Owner-provided geotechnical report.
3. Provide overall project scheduling and Owner decision schedule

4. Coordinate foundation design with the aquatics consultant. Design of pool deck by Structural Design consultant. Design of pool slide tower/slide or structured pool will be done by others.
5. Structural design of the below-grade pump pit within the pool equipment room. Design requirements for waterproofing and size shall be coordinated with the Architect and Aquatics consultant.
6. Provide structural design requirements for a deferred submittal Fall Arrest/Fall Protection safety system. Coordinate general tie-off points and general loading requirement connection points back to the main building structure. Contractor to provide detailed Fall Protection System Design.
7. Provide structural calculations for permit set if required by the agency having jurisdiction.
8. Provide design and coordination of concrete mix designs, including special admixtures required by the Aquatics consultant or the Geotechnical engineer.
9. Provide project documents and 3D coordination model using Autodesk Revit 2026 during DD-CD phases. Provide 2D drawings for general framing plans within the SD phase.
10. Consult with the team as appropriate during SD, DD and CD phases to locate and coordinate building seismic elements.
11. Review and editing of specifications created by others for the Structural Consultant's scope of work. Including the coordination of the earthwork-related specification section with BRS's specification consultant, iBIM. The Earthwork specification section shall incorporate all aspects of the project earthwork scope, including site and building earthwork requirements. Incorporation of the Geotechnical Engineer-recommended and Owner-approved design specification shall be included or edited as provided by iBIM.
12. Coordinate with the team on LEED requirements for concrete, steel and wood specifications.
13. Include conference call meeting with geotechnical engineer, Owner, structural engineer and iBIM to coordinate and confirm Owner's desired approach to the earthwork and building foundation design.
14. Project specification and drawings shall allow for product alternative equivalents within project documents for milestone CMAR pricing.
15. The Structural Engineer will review the Geotechnical Engineer's proposal and confirm that the Design Loading and Parameters being used are acceptable prior to the Soils Investigation work commencing.
16. Structural design and documentation of site retaining walls (either cast-in-place or modular systems) 3'-0" high and greater based on design concept provided by Landscape Consultant.
17. Assume value engineering will occur during the DD and CD phases and will be included in base services.
18. Allow time for all special inspections required by the local agency having jurisdiction to be provided during CA.
19. Provide a separate fee for preparing as-built Revit drawings based on drawings marked up by the CMAR. As-built markups shall be modified within the final Revit model.
20. Provide appropriate sizing of cold-formed metal framing, including spacing, size and gauge of stud.
21. Provide structural design of all stair stringers and landings. Coordinate railing connections with the Architect. Assume the design of the visible portions of the stair stringer and landings will NOT be design-build.
22. Provide concrete slab schedule/plan information, including location of slab edge in relation to grid line around building, thickness of slab at various areas of the project and type of slab, i.e., on-grade, piers, etc.
23. Assume project documents will be issued as a single bid package. However, provide a separate fee for preparing a separate (2nd) bid package. In a scenario with two bid packages, the first will include civil and structural drawings, including site utilities, grading, excavation, foundations, and structural steel; the second will include the remaining disciplines and scope.
24. Exclusions to this contract:
    a. Structural floor system design, i.e., post or pre-tensioned slab.
    b. Multiple design alternates requested by the Client to be included in the CMAR milestone pricing documents shall be an additional service.
    c. Design of raised floor air distribution system.
    d. Design of a structured post-tensioned slab for a Tennis court or other site amenity shall be an additional service
    e. Custom Fall Protection/Fall Arrest System for over-the-edge façade access & maintenance.

Mechanical/Plumbing Scope (ME Engineers)

1. Mechanical design of the project.
    a. Heating, ventilating and air conditioning.

   b. Assume ventilation equipment will be mounted on roof tops within screened enclosures or assume ventilation equipment will be mounted within the building enclosure, and coordinate appropriate fan room sizes.
   c. Coordination with Aquatics Designer for Natatorium ventilation.
   d. Coordination with Food Service Consultant on Kitchen Equipment.
2. Plumbing design within a 5'-0" perimeter of the outside face of the building.
   a. Coordinate with the Civil Consultant on piping beyond this limit.
   b. Complete design of water, sanitary sewer and gas systems within this limit.
   c. Design of roof water conveyance from roof drain and/ or gutter downspout to site discharge or storm system.
   d. Submit a detailed booklet of suggested manufacturer data sheets for plumbing fixtures.
   e. Coordination with the Landscape Architect on water supply for landscape irrigation, including the area associated with the signage feature.
   f. Coordination with Aquatics Consultant, deck drainage system in Natatorium beyond edge of pool gutters, and location of hose bibs for maintenance use.
   g. Coordinate location of deck drains with pressurized pool piping.
   h. Coordination of locker room drains and hose bibbs for maintenance use.
   i. Coordination with Food Service Consultant on Kitchen Equipment stub-outs and drainage for gas, water and sewer.
   j. Design and location of perimeter foundation drain to daylight (perforated pipe surrounding foundation that drains to daylight or storm conveyance). Coordinate connection to the civil scope at 5ft outside of the building perimeter.
3. Presentation and limited analysis of benefits of sustainable design/ high performance/ LEED strategies and energy efficient systems where appropriate (this does not include DOE modeling).
4. Indicate the level of energy modeling and energy analysis that will be provided at schematic design, DD and the CD phases for your base scope efforts. The project may be submitted to the USGBC for a LEED Silver or better certification. Provide documentation and coordination services with the Architect and other consultants to achieve the suggested points for this rating. All points within the LEED v4.1 could be studied and included in this project. Provide a separate fee for this scope of work.
5. Provide project documents and 3D coordination model using Autodesk Revit 2026 during DD-CD phases. Provide one-line duct layout drawings during the SD phase.
6. Provide DOE Mechanical COMcheck documentation at CD completion.
7. Assume project documents with be issued as a single bid package. However, coordinate with the Structural engineer on all through-foundation piping locations.
8. Provide a project phasing plan that would include general phasing of plumbing & HVAC systems to maintain the existing building in operation while the new additions are completed and tied into the existing systems.
9. Creation of specifications for the Mechanical/ Plumbing Consultant's scope of work, including preparation of a commissioning specification for mechanical equipment.
10. Exclusions to this contract
    a. DOE 2 modeling (this is included in the Energy/Sustainability/Commissioning Scope)
    b. Project commissioning, except for the specification noted above
    c. Multiple design alternates requested by the Client to be included in the CMAR milestone pricing documents shall be an additional service.
    d. Design of raised floor distribution system

Fire Protection System Scope (ME Engineers)

1. Fire Protection design within a 5'-0" perimeter of the outside face of the building. This should be provided as separate services for the overall Mechanical and plumbing design scope.
   a. Coordinate with the Civil Consultant on piping beyond this limit.
   b. Complete design fire suppression riser systems within this limit.
   c. In coordination with the Architect, provide a concept design sheet within the final bid package that describes in more specific detail the design requirements of the building sprinkler systems within the building.

d. Assume fire suppression design will be design/ build, except that the Fire Protection Consultant will provide a performance specification for this scope of work as well as a design concept sheet as noted above.

Electrical/Lighting Scope (ME Engineers)

1. Electrical design of the project, including exterior building and site.
    a. Building and Site Power.
    b. Fire alarm and notification system.
    c. Assessment of lightning risk and creation of a performance specification for a lightning dissipation system.
    d. Coordination with the Architect and/or the Food Service consultant on Kitchen Equipment.
    e. Coordination with Aquatics Consultant on electrical and lighting components associated with the swimming pool.
    f. Coordination with the Mechanical and Plumbing Consultant on electrical components associated with those systems.
    g. Coordination with the Architect on electrical components associated with motorized window shades.
    h. Provide a separate fee for telecommunications low-voltage design. This may include community access television (CATV), Wi-Fi, and/or data/IT/telephone structured cable plant. Refer to the Low Voltage Design Project Scope Description included for the extent of scope.
    i. Provide a separate fee for security low-voltage design. This may include access control, closed-circuit television (CCTV) and/or intrusion detection. Refer to the Low Voltage Design Project Scope Description included for the extent of scope.
    j. Provide a separate fee for AV design. This may include a building intercom, an overhead speaker system, background paging and music and separate audio/video systems. Refer to the Low Voltage Design Project Scope Description included for the extent of scope.
2. Design and coordination of electrical systems on site, including transformer location and primary service lines to the facility (provide an electrical site plan). Note that primary service design shall be by the utility company or others.
    a. Note the transformer may be located in an enclosure.
    b. If required, consultation on coordination of re-routed dry utilities on site, including electrical, telephone/data and CATV.
    c. Coordination with utilities and districts for project approvals.
    d. Coordination of landscape lighting with the landscape consultant.
3. Optional Design of Permanent Generator OR Provide Portable Generator hook up connection for Owner provided Generator/Emergency Management system.

4. Lighting Design Scope

    e. Provide all interior and exterior lighting on the project.
    f. Consult with the client and design team to establish design goals, strategies, discuss project schedule, space programming, lighting budget, and lighting schemes.
    g. Prepare a design intent report to describe the lighting design objectives or requirements with conceptual lighting plans or other imagery as required to illustrate proposed lighting concepts and effects.
    h. Prepare supporting electric lighting calculations (i.e., photometric plans) as required for proposed lighting design solutions.
    i. Prepare layouts of proposed luminaires with luminaire designations, including exact heights in the Revit model.
    j. Prepare conceptual lighting detail sketches for incorporation into the architect's documents.
    k. Prepare luminaire schedule and cut sheets.
    l. Provide assistance in establishing allowances or budgetary probable costs (luminaire costs only) as related to lighting equipment specified by the lighting consultant.
    m. Prepare energy code analysis for the maximum lighting power allowance (ComCheck).
    n. Prepare lighting control intent narrative and/or diagrams.
    o. Assume Dark Sky requirements for exterior lighting.

p. Assist the client and design team with coordination of the lighting design.
q. Prepare the design and layout of specialized, multi-scene preset, or daylight dimming lighting control systems.
r. Review the SD, DD, and CD packages to ensure conformance with the lighting design intent.
s. Respond to bid questions from the Owner, client, design team, and contractor as related to lighting.
t. Assist the Owner, client, and design team with the review of bids as related to lighting.
u. Respond to RFIs as related to lighting.
v. Review submittals for compliance with the Contract Documents as related to lighting.
w. Prepare a written report of items observed not to be compliant with the Contract Documents after the onsite inspection of the completed lighting installation.

5. Provide project documents and 3D coordination model using Autodesk Revit 2026 during DD-CD phases. Please provide an alternate deduct price to provide all documentation is AutoCAD 2026 in lieu of Revit if there is a significant cost savings.
6. As an option: The project may be submitted to the USGBC for a LEED Silver or better certification. Provide documentation and coordination services with the Architect and other consultants to achieve the suggested points for this rating. All points within the LEED v4.1 could be studied and included in this project. Provide a separate fee for this scope of work.
7. Provide DOE Electrical & Lighting COMCheck documentation at CD completion.
8. Creation of specifications for the Electrical/ Lighting Consultant's scope of work, including preparation of a commissioning specification.
9. Exclusions to the base contract unless otherwise identified above:
    a. Street lighting and power for the public street ROW.
    b. DOE 2 Modeling (this is included in the Energy/Sustainability/Commissioning Scope).
    c. Data/IT/Telephone cabling infrastructure design.
    d. Security system/ CCTV including access control, intrusion detection and video monitoring.
    e. Background music/PA system & music system at multipurpose stage
    f. AV stage music and theatrical lighting system.
    g. Multiple design alternates requested by the Client to be included in the CMAR milestone pricing documents shall be an additional service.
    h. Assisted Listening System.
    i. Design of Sound Masking System.
    j. Project Commissioning.
    k. Digital Signage.
    l. Master Clock System.
    m. Video Conferencing.
    n. Photovoltaics or Wind Turbine Connections.

Low Voltage & Security Design (ME Engineers)

Telecommunications:

IT Infrastructure (Phone/Data)

1. Include design of outlet boxes and conduit stubs for workstation outlets and cable pathways to communication rooms (MDF and IDFs).
2. Include design and coordination with (utility) for service to the facility.
3. Include complete design and specifications for workstation outlets, data & voice jacks, wireless access points, copper & Fiber optic horizontal cable, copper and fiber optic patch panels, equipment racks, telecom grounding, wire management, and detailed build-out of communication room(s).
4. Include coordination and design review meetings with Owner's IT department.
5. Include coordination of voice system requirements with Owner's telephone system vendor
6. Refer to the Low Voltage Design Project Scope Description, for extent of scope.
7. Exclusions to the contract
    a. Network electronics (i.e. network switches, POE switches, core fiber switches, routers, wireless LAN controllers and wireless access points.

b. UPS systems or equipment.

Cable TV System Design (if applicable)

1. Include complete design and specifications for TV jacks, coax cable, cable management, splitters, switches and amplification equipment.
2. Include design and coordination of CATV service to local utility
3. Include coordination and design review meetings with Owner's IT department.
4. Refer to the Low Voltage Design Project Scope Description for extent of scope.
5. Exclusions to the contract included
    a. Specifying headend equipment, TV's, monitors and satellite equipment

Wi-Fi System Design

1. Refer to the Low Voltage Design Project Scope Description included for extent of scope.

Security

Video Surveillance system Design (CCTV)

1. Include complete design of IP video surveillance system to cover exterior building parking lots and perimeter access points into the building.
2. Design will include ***interior*** (fixed & PTZ) cameras, camera mounts, video recorder servers, associated network infrastructure, Drawings will indicate the location of cameras, power supplies, network switches, patch panels, servers, equipment racks, system details and the conduit and wiring to support the system.
3. Include network drops to IP cameras,
4. Refer to the Low Voltage Design Project Scope Description for extent of scope.
5. Exclusions to the contract included
    a. Custom security consoles or furniture

Intrusion Detection system Design

2. Refer to the Low Voltage Design Project Scope Description included for extent of scope.

Access Control System Design

1. Include complete design of Access Control System for select building doors.
2. Design will include centralized control panel(s), power supplies, card readers, door contacts, request to exit devices and remote release button door-controlled system will be tied into the LAN network.
3. Refer to the Low Voltage Design Project Scope Description for extent of scope.
4. Exclusions to the contract included
    a. Design of security system operation with Owner's security Consultant
    b. Coordinating system operation wit Owner's security Consultant
    c. Design of Graphic User interface (GUI) control panel system

Sound A/V & Background Music:

Intercom (2-way communication)

1. Include the design of an intercom/paging system that is integral to the telephone system. Design will include public area paging speakers.
2. Refer to the Low Voltage Design Project Scope Description included for the extent of scope.

Overhead Speaker Wiring

1. Add Overhead Speaker Wiring.
2. Provide speakers at each new program space.
3. Refer to the Low Voltage Design Project Scope Description for the extent of scope.

Paging Background Music

1. Refer to the Low Voltage Design Project Scope Description for extent of scope.
2. Exclusions to the contract
    a. Stand-alone public address system/ intercom paging system

Audio / Visual Design

3. Include design of A/V system infrastructure for group fitness rooms, multi-purpose rooms, lobby, and general admin areas. This includes conduit infrastructure, cabling and blank plates.
4. Include coordinating system requirements with Owner's A/V staff.
5. Refer to the Low Voltage Design Project Scope Description for extent of scope.
6. Exclusions to the contract included
    a. Specifying A/V equipment (i.e. Projectors, displays, speakers, amplifiers, controllers, mixers, matrix switches, AV racks, etc.

Other Systems

1. Exclusions to the contract included
    a. Video Conferencing Systems are not included.
    b. Digital Signage Systems are not included.
    c. Electronic Clock systems are not included.

Aquatics Scope (WTI, Inc.)

1. Aquatics design of project includes spas, pools, slides, spray features and the pool mechanical systems necessary for operation.
2. Design of pool slide, slide tower, slide tower foundation and structured pools foundation or contract with own sub-consultant(s).
3. Provide project documents and 3D coordination model using Autodesk Revit 2026 during phases DD-CD phases.
4. All aquatics model elements from sub consultants such as waterslides, spray features, theming elements, etc. shall be modeled as "generic model" Revit families.
5. Coordination with local health agencies for project approval.
6. Coordination of pool vessel with building foundations.
7. Coordination of pressurized pool piping with general building piping.
8. Design, specification and coordination of all pool related stairs, ladders, railings and gates within the pool equipment spaces and water slide/tower equipment.
9. Provide below pool slab underground drainage system and monitoring. Coordinate details with Owner-provided geotechnical report and other consultants.
10. Submit a detailed booklet of suggested manufacturer data sheets illustrating pool features.
11. Provide Architect with MSDS documentation for each pool chemical used within the facility (hazardous and non-hazardous). Include a chart indicating quantities of chemicals being used in the systems and quantity of additional chemical stored within the building.
12. Assume value engineering will occur during the DD and CD phases and include in base services.
13. Project specification and drawings shall allow for product alternates equals within project documents for milestone CMAR pricing.
14. Creation of specifications for the Aquatics Consultant's scope of work, including preparation of a commissioning specification.
15. Provide a separate fee for preparing record drawings based on drawings marked up by the GC/ CM. As-built markups shall be modified within the final Revit model.
16. Exclusions to this contract:
    a. Project commissioning, except for the specification noted above.
    b. Coordination with theming consultant.
    c. Multiple design alternates requested by the Client to be included in the CMAR milestone pricing documents shall be an additional service.

Food Service Scope (FDP)

1. Confirm program/menu, operational goals and design criteria with Client
2. Consult with design team to prioritize objectives and formalize concepts related to food service
3. Advise design team of Health Department requirements and coordinate to provide compliant plans and finishes
4. Provide food service equipment cost estimates

5. Submit a detailed booklet of suggested manufacturer data sheets
6. Provide utility load information to project engineers
7. Prepare mechanical, electrical and ventilation rough-in and point of connection drawings indicating the required size and the height of each utility.
8. Prepare plans showing all food service equipment layout(s), curbs, depressions, remote refrigeration runs, requirements for soda systems, point-of-sale cash register systems and special building requirements for the food facilities
9. Prepare equipment schedules for all items
10. Coordinate with MEP consultants on equipment rough-in
11. Coordinate with interiors consultant on room finishes
12. Provide Kitchen design in Revit 2026
13. Prepare ventilation plans showing cooking exhaust and equipment ventilation requirements
14. Prepare custom-fabricated equipment elevations, sections and details, if necessary
15. Prepare specifications for all food service equipment including cold storage rooms, exhaust hoods and refrigeration systems
16. Provide necessary information to the Architects for Health Department submittal
17. Incorporate Building or Health Department comments on food service equipment into equipment drawings.
18. Assist with the pre-qualification of Kitchen Equipment Contractors (KEC) and in the solicitation of bids
19. Tabulate and analyze bids and assist in the negotiation and award of contracts for Kitchen Equipment through the Client's CM
20. Review Food Service Equipment Contractor proposals for alternates and/or substitutions and other value engineering proposals
21. Respond to RFI's related to food service scope
22. Complete a final inspection visit to the site and identify other trips at rough in, at equipment installation, etc., as necessary
23. Exclusions to this contract
    a. Project commissioning, except for the specification noted above

(OPTIONAL ADD SERVICE _ Group 14) Energy/Sustainability/Enhanced Commissioning Scope (Pursuant to AIA B103, Sections 4.1.22 - .24)

1. With BRS, assist the Owner in developing the Owner's Project Requirements and develop a plan to achieve LEED BD+C v4 silver or better certification.
2. Energy modeling services based on ASHRAE 90.1-2016 baseline following the Appendix G protocols, as defined for LEED BD+C v4.
3. Identify Energy Efficiency measures and evaluation of preliminary designs.
    a. Conduct an energy charette to propose and review prospective energy efficiency measures (EEMs) for the project. Prepare an EEM checklist, to be used for tracking which measures will be incorporated into the design, how the EEM is to be analyzed, and what incentives and/or LEED® restrictions might apply. Note any action items for follow up by design team members. Address any baseline issues, operating conditions or design assumptions to be used for the analysis.
    b. Using indices, simple models or prototypes of the building, and previous experience, develop simplified modeling or analysis of the building complex's thermal performance for specific types of EEM (sets of EEMs or design alternatives). This analysis could include building envelope options or variations such as alternate insulation, windows, external shading, improved lighting, photovoltaic, solar DHW, and HVAC system variations. Measure analysis can include variation of a parameter (such as window shading coefficient, for example) through several values, but does not include optimization. From the analysis results, develop a preliminary estimate of baseline energy use and total combined energy savings potential.
4. Analyze Energy Efficiency Measures.
    a. Develop a baseline model of the building, compliant with ASHRAE 90.1-2016, Appendix G, using up-to-date DD drawings as the basis.
    b. EEM research: Using information from the project team, vendors, and Internet resources, identifying the key performance characteristics and inputs needed to analyze EEMs.

c. EEM analysis: Using DOE-2, analyze energy efficiency measures. The measures are limited to those identified at the scoping meeting and subsequently refined in the preliminary analysis.
d. Provide guidance to contractors for preparing costs of the proposed energy measures. Request contractor pricing as additions to or reductions of the current design (at the time of modeling); this pricing is in the form of incremental savings or costs. Circulate incremental cost opinions to the design team for comment. Arrange to have the costs reviewed at an opportune design meeting.
e. Describe baseline and design EEMs, system/plant options, analysis methods, and incremental cost opinions. Provide a report with a summary table on the modeled annual energy use and first cost of each option. Include costs for both baseline and all EEM measures, determining incremental cost for measures along with simple payback values. This draft report is used to decide which EEMs will be incorporated into a project.
f. Selection of final EEMs: Collect comments on the draft report. Working with the design team, narrow down the EEMs to select the ones most likely to be incorporated into the building design. Ask for a decision on what measures are to be incorporated into the project.
g. Interactive modeling: Incorporate measures selected for design into a single interactive model to show the combined energy savings impact. The total savings in the interactive model is typically less than the sum of the savings from individual measures.
h. Communicate results of the EEM analysis to the design team to support timely incorporation of cost-effective EEMs with the building designs.

5. Provide Daylighting Analysis.
   a. Provide daylighting criteria for building programming.
   b. Meet with design team to establish building envelope design criteria (orientation, shape, window area, window sizes, space depth) and develop alternative integrated envelope, lighting and HVAC building section concepts.
   c. Using computer daylight models to quantify interior daylight illuminance for alternative solutions for up to four major space types. If needed, model for atypical geometries such as 2-3 story lobby/atrium spaces will be estimated separately based on the design complexity.
   d. Use computer models to evaluate sun-control options to reduce direct sun on task areas for up to four major space types.
   e. Present day lighting analysis results within project report.
6. Provide measurement & verification services as outlined in LEED credit EA 5.
7. Provide all administration for LEED documentation and USGBC submittal. Include coordination of all other consultant documentation deliverables
8. Consultant shall function as the Commissioning Authority (CxA) to lead, review and oversee the commissioning process for the project. Provide a separate fee for Commissioning services and break out cost for enhanced commissioning.
9. Review and input to construction documents, including authoring and implementing the commissioning plan to achieve LEED “Energy and Atmosphere” prerequisite 1. Provide all commissioning services to complete this prerequisite credit.
10. Verify the installation and performance of systems to be commissioned consistent with the standard of care currently being executed in Texas. Commissioning should verify that systems are installed correctly and functionally perform under partial and full load conditions.
11. Complete a summary commissioning report
12. Commissioned systems shall include:
    a. Project HVAC systems and controls. Note there are multiple systems to accommodate the different requirements for the various program spaces
    b. Lighting and daylighting controls
    c. Domestic hot water systems
    d. Aquatics systems
13. Exclusions to this contract
    b. Multiple design alternates requested by the Client to be included in the GC milestone pricing documents shall be an additional service.
    c. Provide Skyspark Commissioning Monitoring services

Base Commissioning Scope (ME Engineers)

1. Consultant shall function as the Commissioning Authority (CxA) to lead, review and oversee the commissioning process for the project.
2. Review of design development documents, including mechanical, electrical and plumbing drawings and specifications consistent with the standard of care, and post-occupancy commissioning.
3. Review and provide input on construction documents, including authoring and implementing the commissioning plan.
4. BRS will assist the Owner in developing the Owner's Project Requirements.
5. Verify the installation and performance of systems to be commissioned consistent with the standard of care currently being executed in Texas. Commissioning should verify that systems are installed correctly and functionally perform under partial and full load conditions.
6. Complete a summary commissioning report.
7. Commissioned systems shall include:
    a. Project HVAC systems and controls. Note, there are multiple systems to accommodate the different requirements for the various program spaces
    b. Lighting and daylighting controls
    c. Domestic hot water systems
    d. Aquatics systems
8. Exclusions to this contract
    a. Provide Skyspark Commissioning Monitoring services

Acoustic Design Scope (ME Engineers)

1. The Acoustical Consultant shall provide the following services to the Architect.
    a. Acoustics - Gymnasiums, Natatoriums, Classrooms, Indoor Play and Group Fitness and Open Fitness areas.
2. Meet with the Architect, Owner, and project engineer(s) as required for coordination of acoustic input with the other disciplines associated with the project.
3. Provide concepts and recommendations to create a proper environment for the natural reinforcement of sound in intended listening areas.
4. Provide concepts and recommendations to provide suitable sound isolation between adjacent spaces, between building levels, between the interior and the exterior of the building, and between mechanical, electrical and plumbing equipment rooms and adjacent noise-sensitive spaces identified above.
5. Review of the architectural contract documents as they relate to the acoustic characteristics of these spaces, including but not limited to: Wall, Ceiling & Floor assembly design as well as overall wall and building section review.
6. Provide recommendations and suggested specifications for sound retarding doors and operable partitions, if required.
7. Prepare mechanical, electrical, & plumbing (MEP) systems noise and vibration control guideline recommendations for reference by the project engineer(s) during systems design. This will include recommended noise criteria for spaces identified above.
8. Review MEP systems documents as required to identify potential noise and vibration concerns in spaces identified above. Review and recommendations will include (but may not be limited to) the following:
    a. Control of fan noise transmitted via supply, return, and exhaust air duct systems.
    b. Control of noise generated by variable volume boxes and fan-powered terminals.
    c. Selection of grilles, diffusers, and other duct system elements to meet recommended noise criteria.
    d. Control of noise generated by electrical system power transformers, emergency generators, variable speed drive controllers, and other applicable electrical equipment.
    e. Control of noise generated by chillers, compressors, condensers, pumps, and other refrigeration and/or plumbing equipment.
    f. Provide concepts and recommendations to control noise associated with lighting systems and related dimming controls.
    g. Recommend vibration isolation for MEP systems equipment.
    h. Recommendations will be provided in the form of concept drawings, letters, suggested specifications,

meetings, teleconferences, etc., and will be submitted to the Architect for incorporation into the contract drawings and specifications.

i. Recommend noise mitigation methods to reduce the impact of the indoor play area on adjacent spaces.

9. Construction Review
    a. When requested, travel to the construction site on one occasion for the purpose of answering questions pertaining to the incorporation of acoustic elements, and to review, if possible, the acoustic performance of the areas identified in Section a. (Acoustics) above.
    b. Prepare and distribute a written report that outlines the results of the construction review.

Wayfinding and Identity Signage and Graphics Scope (BRS Interiors)

1. Schematic Design/Design Development:
    a. Generate design-intent concepts for interior sign types for:
        i. ADA and code required signs
        ii. Room identification signs
        iii. Area identification
        iv. Wayfinding and directional signs
        v. Rule and regulatory signs
        vi. Large format wall graphics and images
    b. Explore objects, elements or images that characterize the essence of the community, project or place that could be used as a graphic identifier for the project.
        i. Generate design concept studies for character and identity identifier
        ii. Look at incorporating identifier into the interior signage
        iii. Or could be integrated into building features such as wayfinding graphics and interior signage
    c. Identify decision-making locations on the floor plans where directional information will be required
    d. Draft plan showing wayfinding and interior sign type locations
    e. Draft schedule of wayfinding and interior sign types
    f. Client Reviews and Workshops:
        i. Assume 1 in-person workshop to review design concepts (in conjunction with an interiors or furniture workshop)
        i. Additional required meeting or review time to be by a virtual meeting

2. Contract Documents
    a. Finalize sign type design-intent with client
    b. Prepare wayfinding and interior sign type design-intent drawings
    c. Develop and/or refine design concept for interior signage package including:
        i. Materials
        ii. Size, shape
        iii. Color
        iv. Mounting and hardware
    d. Prepare final plans showing wayfinding and interior sign type locations
    e. Prepare schedule showing draft of wayfinding and sign messages
    f. Generate or red-line interior sign specifications for design-build contract
    g. Client Reviews and Workshops:
        i. Assume 1 live workshop to finalize design (conjunction with an interiors or furniture workshop)
        ii. Additional required meeting or review time to be by virtual meeting

3. Contract Administration
    a. Answer contractor questions regarding graphics and their application
    b. Review shop drawings, submittals, and samples
    c. Coordination of installation as required
    d. Assume 1 on-site visit to punch combined with Interiors or Furniture trip

Furniture Planning and Specification Scope (BRS Interiors)

2. Pre-Design
    a. Determine if a furniture inventory will be required and if it will be owner-provided or consultant-provided.
3. Schematic Design
    a. Prepare preliminary budget for furniture based on historical data from similar projects Request information on client existing furniture standards to be included or matched as part of the project
    b. Determine requirements or preferences for furniture types, manufacturers, or dealers
    c. Request information on existing furniture contracts, relationships with furniture dealers or manufacturers that will need to be considered or maintained for this project including vendor or government purchasing contracts
    d. Owner to provide their standard furniture procurement process to the design group so there is a clear understanding of the process and product as well as the designer and client responsibilities.
    e. Client or design group to execute the furniture inventory if required
    f. Client Reviews and Workshops:
        i. Assume 1- 2 virtual meetings to discuss process and review budget

4. Design Development
    a. Develop furniture plans
    b. Prepare list of furniture types required in the building based on furniture budget review
    c. Select 3 furniture options for each furniture type based upon function, durability, and budget (this list of furniture types is not inclusive)
        i. Public spaces furniture: lounge chairs, benches, occasional tables, display units
        ii. Classroom furniture: chairs, tables, lecterns, mobile whiteboards, mobile storage units
        iii. Multi-purpose room furniture: tables and storage carts, chairs and storage carts, lecterns, mobile whiteboards
        iv. Meeting and conference room furniture
        v. Desks, workstations and office suite furniture
            1. Task seating
            2. Guest seating
            3. Filing and storage cabinets
            4. Collaboration seating groups
        vi. Children's furniture
            1. Activity tables and chairs
            2. Soft seating: lounge chairs, stools, benches
        vii. Trash, recycling containers & planters
        viii. Specialty furniture
            1. pool & sun decks
            2. outdoor patios & porches
    d. Select palette of fabrics that work with the overall interior design-intent
        i. Select and evaluate fabrics based on project design relevance, durability, and price point
    e. Prepare documentation showing proposed furniture locations and fabrics applications
    f. Client Reviews and Workshops:
        i. Review furniture and fabric options and their proposed locations
        ii. Assume 1 live workshop
        iii. Additional required meeting or review time to be a virtual meeting
    g. Revise per client selections or changes

5. Contract Documents
    a. Prepare draft documents for client RFP or bid process
        i. Send to client to review with client's purchasing entity
    b. Prepare specification document sheet for each furniture type including a product photo, the manufacturer, product description, model, size, finish materials and colors noting all locations where piece is used in the building
        i. Send to client to review

c. Make outstanding finish and fabric selections
d. Prepare a furniture schedule that will be used as part of the bid documents
e. Revise and key furniture location plans to furniture specifications and schedule
f. Coordinate delivery of any furniture samples with vendor and client
g. Prepare package of actual fabric and finish samples for client approval
h. Arrange for furniture sample delivery to client as required
i. Arrange client showroom visits as required
    i. Design team members visiting showrooms with clients is available as an additional service
j. Client Reviews and Workshops:
    i. Review furniture options and their proposed locations
    ii. Review and fabric options and their proposed locations
    iii. Assume 1 live workshop
    iv. Additional required meeting or review time to be by virtual meeting

6. Contract Administration
    a. Review vendor bids documents with the client
    b. Review final vendor bid pricing documents with client and vendor as required
    c. Review schedule for furniture order, anticipated delivery, and installation date
    d. Review any submittals of fabrics, wood or other finish samples
    e. Answer vendor and client questions during order processing
    f. Review furniture vendor-produced drawings
    g. Coordination of furniture installation as required
    h. Punch furniture additional service if not provided by the vendor
    i. Assume 1 CA site visit

Boundary & Topographical Survey Services Scope (Halff)

1. Provide the following Site and Boundary survey information in both CAD and PDF format:
    a. General information
        i. North Arrow
        ii. Graphic Scale
        iii. Location Map
        iv. Legend
        v. List of Benchmarks
        vi. Bearing System Note
        vii. Survey Signature, Seal, Certificate & Date
    b. Boundary Information:
        i. Boundary of tract established based on recorded deed or plat information
        ii. Identification of boundary conflicts with adjoining tracts
        iii. Bearing and distances for all property lines in a clockwise direction
        iv. Property line curve data
        v. Boundary monumentation (set and found)
        vi. Boundary description
        vii. Point of Beginning
        viii. Point of Commencing
        ix. Street names and Right of Way with recording information
        x. Subdivision name
        xi. Owners of surrounding property
        xii. Railroad Right of Way with recording information
        xiii. Tract & Block Numbers
        xiv. Lot numbers
        xv. Lot Dimensions
        xvi. Alley Widths
        xvii. Location of Easements and setback lines (type, width, recording information)

xviii. Label Encroachments or protrusions
xix. Provide ASCII file of survey points.

c. Utility Information
   i. Identification, location and sizes of all underground utilities (water, storm sewer, sanitary sewer and franchise utilities) based on available record information, including sizes, type, direction of flow (where appropriate) and invert elevations of all flow lines at storm sewer and sanitary sewer structures and manholes
   ii. Rim or Top Elevations of Manholes and or utility structures
   iii. Drainage course
   iv. Edge of Water
   v. Existing Power Poles, Light Standards, overhead cable
   vi. Provide copies of utility record drawings

d. Site Information
   i. Location of all permanent improvements on the site
   ii. Building, dimension, size, type address
   iii. Adjoining buildings and improvements
   iv. Finish Floor Elevations
   v. Existing Pavement and walks (type and width)
   vi. Existing Fence Height (type and locations)
   vii. Identification of pavement materials and limits of Pavement types
   viii. Location and limits of designated flood plain or flood prone areas, if present, based on current FEMA map
   ix. Spot elevations on a 50ft grid
   x. Top of Curb and Gutter Elevations for paving on and adjacent to the site
   xi. Elevation contours on 1-ft intervals
   xii. Locations, trunk and drip line (canopy) diameters, and common names of trees over 6 inches in caliper or outline of heavily wooded areas.
   xiii. Parking Space striping

Geotechnical Services Scope (Geotex)

1. Issue Geotech DRAFT scope proposal to the Structural Engineer for review of assumed loading design prior to approval.
2. Provide a written report of the Subsurface Geotechnical Investigation in PDF format.
3. Provide (X) deep earth borings & (X) shallow earth borings based on the attached drawing.
4. Within the written report, provide the following information for Structural Design Purpose
   a. Identify and describe all soil conditions down to and including bedrock. Make recommendations on the most appropriate foundation systems and their design parameters. Also, include any recommendations regarding existing foundations, utility tunnels, or subsurface obstructions that may affect the new foundations.
   b. Provide information regarding site seismic considerations, including Site Class, in accordance with IBC 2024 and liquefaction potential.
   c. Address water tables as they may affect foundation construction. Describe dewatering requirements and pump sizes, if any, for both construction and permanent conditions.
   d. Give the lateral pressures to be used in the design of vertical building walls, building frame foundations, site retaining walls and indoor swimming pool walls in terms of equivalent fluid pressures (active, at-rest and passive). Provide horizontal coefficient of friction to be used in the design of footings and slabs-on-grade resisting horizontal forces. Provide allowable footing bearing pressures for retaining wall design.
   e. For fill which may exist on the site, identify the portion which is acceptable for reuse, and the conditions under which it may be reused. Also, describe what material must be removed from that fill, if any.
   f. Give recommendations related to subgrade for slab-on-grade construction and whether or not a structural floor should be considered due to adverse soil conditions.
   g. If a spread footing foundation system is recommended, define the allowable soil bearing pressure, the

minimum dead load soil pressure to be maintained, total and differential footing settlement anticipated, coefficient of friction for footing sliding resistance, and balanced dead load design criteria (if any).

h. If a drilled pier foundation system is recommended, define the minimum spacing, minimum size, minimum length, minimum penetration into bedrock and minimum reinforcement requirements for the drilled piers. Also, provide design end-bearing and side-shear values, including net tension (uplift).
i. For lateral design of drilled piers, provide the following parameters for sand, clay and bedrock soil strata as indicated:
    i. Horizontal Subgrade Modulus (tcf)
    ii. Unit Weight (pcf)
    iii. Cohesion (clay only, psf)
    iv. Angle of Internal Friction (sand only, degrees)
    v. Strain corresponding to ½ max. Principal Stress (clay only)
    vi. Unconfined Compressive Strength (rock only, psi)
    vii. Young's Modulus (psi)
    viii. Rock Quality Designation (rock only, %)
j. Provide recommendations for drilled pier size and spacing requirements to achieve full design values of horizontal subgrade modulus.
k. Based on information gathered from the soil borings made in the footprint of the proposed building addition, provide recommendations for foundation systems for retrofit work done to portions of the existing restaurant, pro shop and indoor swimming pool buildings, which are to remain.
l. The project will include long-span structure(s) with concentrated loads. The engineer shall provide deep borings as required based on the local subgrade/bedrock formations and the overall loading of the building.
m. Define any voiding requirements under foundations, walls, grade beams and structural slabs-on-grade.
n. Indicate any special cement requirements for concrete elements in contact with soil.
o. Specify all compaction requirements for fill and backfill areas throughout the building site.
p. Provide the actual existing grade elevation at the top of each boring or pit and identify the benchmark used to set these elevations.
q. Provide recommendations regarding minimum earth cover to prevent frost heave consistent with local conditions and applicable building code regulations.
r. During the project design phase, provide specifications for necessary earthwork for inclusion in the specification sections.

5. Within the written report, provide the following information for Civil Design purposes
    a. Identify and describe all soil conditions down to and including bedrock where appropriate. Include recommendations regarding any known existing mine shafts, tunnels, subsurface obstructions or other geotechnical natural hazards as they might affect earthwork. Attached is a site plan showing the suggested number and location of site borings for civil items. If additional (or fewer) borings are needed for the proper evaluation of the site conditions, then state the recommended number of borings and locations that are recommended in your proposal to the Owner and the associated fee for your recommended number of borings. Note that the number and general locations of borings shown for resistivity tests are based on City criteria and should not be reduced or significantly relocated. The specific locations of borings can be adjusted based on field conditions and the geotechnical engineer's discretion.
    b. Address water tables as they may affect foundation and/or lower-level construction. Estimate dewatering requirements and pumping rates, if there are any, for both construction and permanent conditions. The following design parameters are requested for perimeter drains and underdrains adjacent to/or below the proposed building:
        i. Anticipated groundwater flow rate into the system and drainage patterns around and below the building.
        ii. Proposed underdrain sizes, materials, and minimum slopes required
        iii. A detail of the perimeter drains and underdrains as it relates to the proposed foundation system, including drainage, rock, piping, backfill, drainage boards, and geotextile fabric. Relationships to the foundation of dimensions are also required.
        iv. Recommendations for minimum and maximum depth dimension from finish floor to pipe invert.
        v. Recommendations for spacing and number of cleanouts required for the system.
    c. Underdrain layout plans will be furnished to the Geotechnical Engineer by the Civil Engineer for review and

compliance with the Geotechnical Study. Written approval by Geotechnical Engineer shall be required prior to construction.

d. For site retaining walls, provide retention options. Give the lateral pressures to be used in design of site retaining walls in terms of equivalent fluid pressures for onsite materials and for imported structural fill. Give allowable soil footing pressures for retaining wall design. For tall retaining walls address overburden pressure effects on allowable soil pressures of the heel of the retaining wall.
e. Provide horizontal equivalent fluid pressures for both level and sloping backfill against site retaining walls and footing friction values for resisting the horizontal forces. Also provide passive pressure values developed in the soil due to horizontal movement of the retaining walls of 1-inch maximum. Include compaction requirements for backfill to achieve these values. Provide ultimate values without factors of safety for friction, passive, active, and at rest soil values. The designer will apply code required factors of safety when sizing the foundation elements.
f. Provide design recommendations regarding slope stability with respect to footing elevations and final grades.
g. For existing fill which may exist on the site, address if that fill is acceptable for reuse, and the conditions under which it may be reused. Describe what material must be removed from that fill, if any. Provide import fill materials specifications and testing requirements.
h. Define settlement potential of existing and imported fill soils used under the building, for wall backfill, utility trench backfill, etc. Discuss the time required for settlement at anticipated fill thicknesses for on-site material and for imported granular backfill. Provide recommendations to mitigate settlement.
i. Address excavation requirements and problems including temporary shoring design criteria for protection of adjacent buildings and property. Discuss whether use of un-conventional equipment is anticipated to excavate the site or if the use of blasting may be required.
j. Give recommendations related to sub-grade (including any over-excavation, stabilization and procedures required) for pavements, slab-on-grade construction, foundations and retaining walls.
k. Provide recommendations for pavement thickness based upon the anticipated traffic. Address sub-base and base course, concrete reinforcement, joint spacing, and joint doweling.
l. Define any voiding requirements under foundation walls, grade beams, and structural floors on grade.
m. Indicate any special cement requirements for concrete elements in contact with soil. Requirements shall conform to ACI 318-05 table 4.3.1.
n. Specify compaction requirements for fill and backfill areas throughout the building site and the associated settlements associated with these compaction requirements.
o. Provide the actual existing grade elevation at the top of each boring or pit and identify the benchmark used to set these elevations. Coordinate with the survey.
p. Provide resistivity and corrosivity test results (for borings as identified on the boring map) and mitigation recommendations with regard to utility piping and flatwork.
q. Provide soil type, density, hydrologic soil group/texture, permeability, erosion potential, and potential impacts of soil type on the quality of storm water discharge from the site to satisfy City drainage and erosion criteria.
r. During the project design phase, review Earthwork, Asphalt Paving and Concrete Paving specification sections for inclusion in the Project Manual. Additionally, review Grading and Drainage Plans for conformance with geotechnical recommendations.
s. Provide a fee as a separate line item for percolation tests to address the feasibility of porous landscape detention and porous asphalt detention.
t. Provide unit rate fees for consultation with the design team to respond to questions and clarifications necessary during the design.
u. In addition to the number of copies of the report requested by the Owner's Request for Proposal, provide a copy of the report in PDF format.

6. Within the written report, provide the following information for Aquatics Design Purpose:
    a. Earthwork:
        i. Classify Soil per the Unified Soil Classification System (USCS).
        ii. Quantify each predominant cohesionless soil type, particularly for % passing the 200 sieve.
        iii. Determine the liquid limits, plasticity index for cohesive soils, and indicate blow counts.
        iv. Hand auger at various locations (i.e., more than just boring locations) to determine a range of top-soil thickness for the site.

v. Establish a range of "soil resistivity" and comment on whether underground tanks and piping should be provided with cathodic protection.

b. Structural:
   i. Determine an allowable bearing value in (psf) and estimate total and differential settlements.
   ii. Provide a table that lists the elevation of acceptable bearing capacity at each boring.
   iii. Provide foundation recommendations and discuss options.
   iv. Establish lateral earth values for design in terms of equivalent fluid pressure, including active, at-rest and passive earth pressure coefficients.
   v. Provide coefficients of friction for the soil to concrete interface.
   vi. Provide recommendations for backfill material, including compaction requirements.
   vii. Provide recommendations to achieve a maximum ½" differential settlement as required for the pool structure(s).

c. Pavement Design:
   i. Provide a modulus of subgrade reaction for concrete pavement and floor design.
   ii. Provide an "R" value for designing bituminous pavements.
   iii. Provide recommendations on granular cushions and subsurface drainage when the predominant soils are cohesive.

d. Groundwater:
   i. Establish the static groundwater level while performing soil borings and a day or two later when practical.
   ii. Discuss soil mottling and historical variations in groundwater levels.
   iii. Include the historical data of groundwater in the area.
   iv. Provide ground water recommendations specific to swimming pool structure(s).

Cost Estimating Scope (Blundall)

1. Provide periodic project cost estimates at 100% SD, 50% DD, 100% DD, 50% CD and 100% CD
2. Provide a detailed review of CMAR periodic estimates and feedback for review.
3. Provide overall project budget cost control of the Owner's project budget
4. Upon agreement with your proposal, BRS will enter into a contract with your company using AIA's C401 standard form or agreement. The following insurance amounts will be required as part of that contract: General Liability $1,000,000 per claim, $2,000,000 aggregate limit;

* * *

Town of Flower Mound - Flower Mound Activity Center - Addition and Alterations
Fee Summary

Date: 2/18/2026
Revised: 3/23/2026

Total Project Cost (From Feasibility Study):	*$*	*41,900,000*

Base Fee Allocation		
Base Architectural Fee:	$	1,939,300
Base Consultant Fee:	$	2,038,473
Base BRS Coordination Fee:	$	203,847
TOTAL DESIGN FEE:	**$**	**4,181,620**
As Percent of Total Project Budget:		9.98%
Base Reimbursable Expenses:	**$**	**170,240**

Additional Services Fee Allocation		
Additional Services Design Fee:	$	659,800
Additional Services BRS Coordination Fee:	$	26,880
TOTAL ADDITIONAL SERVICES DESIGN FEE:	**$**	**686,680**
Additional Services Reimbursable Expenses:	**$**	**300**

TOTAL PROJECT FEE (BASE + ADDITIONAL SERVICES):	**$**	**4,868,300**
TOTAL PROJECT REIMBURSABLES FEE:	**$**	**170,540**

Project Assumptions:

1	Assumes design of of expansion and renovations based on the accepted Feasibility Study. Should the construction cost change, the design and engineering fees will be adjusted accordingly.
2	Project site is assumed to be free of environmental hazards and will not require cleanup.
3	Any traffic engineering studies, traffic signals, or street improvements will be provided by the Town.
4	Project limits do not include work in adjacent public right-of-way. Work in these areas will be the responsibility of the Town and coordinated to the extent the ROW design work follows the building project schedule.
5	Project limits are as shown in Consultant Scoping Document.
6	Any zoning or plats will be done by the Town and will not be part of this project.
7	All fees for permits and jurisdictional approvals, site inspection fees, utilities and taxes have been excluded.
8	The proposal is based on the project schedule included outlined in Consultant Scoping Document (duration).
9	Construction documents are anticipated to be released in one package. Should additional packages be needed to accelerate the construction schedule, additional services and fees will be required.
10	The project will be constructed by a CMAR delivery method. Contractor Proposals will be based on the 100% Design Developmen Documents.
11	Record documents coordinated with Contractor redlined drawings are included as an accepted Additional Service/Fee as identified above.
12	The project will be designed with energy efficiency measures and sustainable concepts, but there will be no LEED or other certification sought for this project unless requested by the Town as an Additional Service / Fee.
13	Fire Protection design will be specified by the project Mechanical engineer as part of this contract scope of work and Fire Protection for the project will be designed by the Fire Protection subcontractor as part of the construction contract.
14	The project documents will be delivered at the end of phase milestone dates as established on the project schedule. The milestone sets may be used for project milestone pricing/cost evaluation and client review. Mo mid-milestone pricing of document sets issued between end-of-phase milestones shall be used for cost evaluation or pricing.
15	Design alternates will be evaluated and considered during the Schematic Design Phase. Final direction and scope of the project will be established at the completion of the Schematic Design phase. If design alternates are to be carried past the SD phase, it will be an additional service and fee.
16	If a design omission is recognized within the construction documents during the Construction Administration phase of the project, however, is required to complete the project, ie. "Betterment", the client will pay for the cost of adding that missing scope or item back into the project.Client will pay for the construction cost of the missing scope only however not the re-design fee.
17	Foundation Assumptions: A conventional foundation with slab on grade floors is anticipated. Structural floor at grade is not anticipated. If a structured main level floor slab is required by the geotechnical report the fee for additional structural services will need to be implemented due to the more complex design and engineering required.
18	Basic commissioning is included in this contract by the Sustainability Consultant as required by the 2024 IECC.
19	The project scope excludes Enhanced commissioning beyond code minimums. Refer to attached sub-consultant detailed proposal.
20	The project scope excludes Energy Modeling in lieu of meeting prescriptive Comcheck IECC code requirements.
21	The project scope excludes Daylighting Analysis and related design recommendations for optimizing the use of natural light.
22	The project scope excludes Assessment and design recommendations for reduction of Embodied Carbon.
23	Levels of design and coordination for AV, Security, and Telecom/Raceways are defined in attached Consultant Scoping Document/
24	Printing of milestone documents (drawings and specifications), record drawings or required submittal documents are not included in the reimbursable expenses covered in this contract.
25	Construction Administration Services will be provided based on the project schedule and identified tasks within the Consulant Scoping Document. Construction delays and project schedule extensions will incur additional design team fees per consultants' hourly rates.
26	Hourly rates will be provided with Final Contract.

Fee Breakdown - Town of Flower Mound - Flower Mound Activity Center - Addition and Alterations

Date 2/18/2026
Revised 3/23/2026

Design Fee Allocation

Design Scope	Schematic Design	Design Development	Construction Documents	Bidding & Permitting	Construction Administration	Closeout	Reimbursable Expenses	Sub-Total Cost	BRS Coordination Fee	Extended Total Cost
								Sub-Total	***Coord.***	***Extended Total***
BRS Architecture - Architect of Record	***$ 349,074***	***$ 446,039***	***$ 504,218***	***$ 38,786***	***$ 581,790***	***$ 19,393***	$ 115,000	$ 2,054,300	$ -	$ 2,054,300
ME Engineers - Mechanical Engineering	$ 28,560	$ 38,080	$ 66,640	$ 9,520	$ 38,080	$ 9,520	$ 30,000	$ 220,400	***$ 19,040***	$ 239,440
ME Engineers - Electrical Engineering	$ 28,560	$ 38,080	$ 66,640	$ 9,520	$ 38,080	$ 9,520	Included in Mech Fee	$ 190,400	***$ 19,040***	$ 209,440
ME Engineers - Plumbing + Fire Engineering	$ 14,280	$ 19,040	$ 33,320	$ 4,760	$ 19,040	$ 4,760	Included in Mech Fee	$ 95,200	***$ 9,520***	$ 104,720
ME Engineers - Acoustical Engineering	$ 3,750	$ 5,000	$ 8,750	$ 1,250	$ 5,000	$ 1,250	Included in Mech Fee	$ 25,000	***$ 2,500***	$ 27,500
iBim - Specifications	$ -	$ 7,800	$ 4,200	$ -	$ -	$ -	$ -	$ 12,000	***$ 1,200***	$ 13,200
Halff - Boundary & Topographical Survey	$ 48,000	$ -	$ -	$ -	$ -	$ -	Included in Fee	$ 48,000	***$ 4,800***	$ 52,800
Halff - Site Stormwater Revisions	$ 28,500	$ 64,840	$ 58,300	$ -	$ -	$ -	Included in Fee	$ 151,640	***$ 15,164***	$ 166,804
Halff - Civil Engineering	$ 82,960	$ 148,500	$ 139,700	$ 11,200	$ 132,100	$ 6,400	Included in Fee	$ 520,860	***$ 52,086***	$ 572,946
Halff - Landscape Architecture	$ 24,500	$ 22,000	$ 28,000	$ 2,500	$ 19,000	$ 3,500	$ 3,000	$ 102,500	***$ 9,950***	$ 112,450
Blundall - Estimating	$ 9,320	$ 25,670	$ 34,065	$ -	$ -	$ -	$ -	$ 69,055	***$ 6,906***	$ 75,961
FDP, LLC. - Food Service Design	$ 2,875	$ 2,300	$ 4,025	$ 1,150	$ 1,150	$ -	$ -	$ 11,500	***$ 1,150***	$ 12,650
WTI - Aquatics Engineering	$ 39,622	$ 54,030	$ 61,234	$ 3,602	$ 16,209	$ 5,403	$ 6,500	$ 186,600	***$ 18,010***	$ 204,610
Group14 - Sustainability Engineer (Code Required)	$ 12,358	$ 9,830	$ 9,458	$ -	$ 61,182	$ -	$ 15,190	$ 108,018	***$ 9,283***	$ 117,301
Accessology - Accessibility Consultant	$ -	$ 1,900	$ 2,145	$ -	$ 1,600	$ 2,145	$ -	$ 7,790	***$ 779***	$ 8,569
Geotex - Geotechnical Investigation + Engineering	$ 14,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,200	***$ 1,420***	$ 15,620
IMEG - Structural Engineering	$ 39,600	$ 92,400	$ 108,900	$ 6,600	$ 79,200	$ 3,300	$ 550	$ 330,550	***$ 33,000***	$ 363,550
Total	**$ 726,159**	**$ 975,509**	**$ 1,129,595**	**$ 88,888**	**$ 992,431**	**$ 65,191**	**$ 170,240**	**$ 4,148,013**	***$ 203,847***	**$ 4,351,860**

Recommended Alternates

Design Fee Allocation

x	Add Services Scope	Schematic Design	Design Development	Construction Documents	Bidding & Permitting	Construction Administration	Closeout	Reimbursable Expenses	Sub-Total Cost	Coord. BRS Coordination Fee	Extended Total Cost
	Architect Add Services										
x	Record Documents	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ -	$ 12,000	$ -	$ 12,000
	Civil Engineer Add Services										
	~~LEED Design & Documenation~~	~~$ 5,000~~	~~$ 10,000~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ 15,000~~	~~$ 1,500~~	~~$ 16,500~~
x	Record Documents	$ -	$ -	$ -	$ -	$ -	$ 7,400	$ -	$ 7,400	$ 740	$ 8,140
	Landscape Design Add Services										
	~~LEED Design & Documenation~~	~~$ 5,000~~	~~$ 5,000~~	~~$ 5,000~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ 15,000~~	~~$ 1,500~~	~~$ 16,500~~
	Structural Engineer Add Services										
	Enhanced BIM Modeling	$ -	$ 6,000	$ 9,000	$ -	$ -	$ -	$ -	$ 15,000	$ 1,500	$ 16,500
x	Record Documents	$ -	$ -	$ -	$ -	$ -	$ 2,000	$ -	$ 2,000	$ 200	$ 2,200
	~~LEED Design & Documenation~~	~~$ -~~	~~$ 1,000~~	~~$ 1,500~~	~~$ -~~	~~$ 1,000~~	~~$ -~~	~~$ -~~	~~$ 3,500~~	~~$ 350~~	~~$ 3,850~~
	Additional Bid Packages (cost per addn'l package)	$ -	$ -	$ 6,000	$ 1,000	$ 3,000	$ -	$ -	$ 10,000	$ 1,000	$ 11,000
	Structural Floor Design	$ -	$ 8,000	$ 8,000	$ -	$ 4,000	$ -	$ -	$ 20,000	$ 2,000	$ 22,000
	Mechanical & Plumbing Engineer Add Services										
	ME Engineers - Existing HVAC Equipment Replacement - (RTUs, DHU, Chiller, AHUs, Heat Recovery Units)	$ 18,000	$ 24,000	$ 42,000	$ 6,000	$ 24,000	$ 6,000	$ -	$ 120,000	$ 12,000	$ 132,000
x	ME Engineers - Record Documents	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ -	$ 10,000	$ -	$ 10,000
	Electrical Engineer Add Services										
	~~ME Engineers - LEED Design & Documentation~~	~~$ 9,000~~	~~$ 12,000~~	~~$ 21,000~~	~~$ 3,000~~	~~$ 12,000~~	~~$ 3,000~~	~~$ -~~	~~$ 60,000~~	~~$ 6,000~~	~~$ 66,000~~
	ME Engineers - Existing Building Light Fixture Replacement	$ 9,000	$ 12,000	$ 21,000	$ 3,000	$ 12,000	$ 3,000	$ -	$ 60,000	$ 6,000	$ 66,000
	ME Engineers - Existing Fire Alarm Upgrade	$ 6,750	$ 9,000	$ 15,750	$ 2,250	$ 9,000	$ 2,250	$ -	$ 45,000	$ 4,500	$ 49,500
	ME Engineers - Specialty Lighting	$ 7,500	$ 10,000	$ 17,500	$ 2,500	$ 10,000	$ 2,500	$ -	$ 50,000	$ 5,000	$ 55,000
	ME Engineers - Photometrics (Site Lighting)	$ 6,000	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ 1,200	$ 13,200
x	ME Engineers - A/V + Technology	***$ 31,500***	***$ 42,000***	***$ 73,500***	***$ 10,500***	***$ 42,000***	***$ 10,500***	$ -	$ 210,000	$ 21,000	$ 231,000
	Aquatics Add Services										
x	WTI - Existing Pool Equipment Assessment	$ 6,900	$ -	$ -	$ -	$ -	$ -	$ 300	$ 7,200	$ 690	$ 7,890
x	WTI - Record Documents	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ 4,000	$ 400	$ 4,400
	WTI - Additional Site Visit (Cost per)	$ -	$ -	$ -	$ -	$ 2,500	$ -	$ -	$ 2,500	$ 250	$ 2,750
x	WTI - Suction Outlet Flow Assembly Assessment (T&M)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
x	WTI - Existing Pool Equipment Replacement	$ 7,700	$ 10,500	$ 11,900	$ 700	$ 3,150	$ 1,050	$ -	$ 35,000	$ 3,500	$ 38,500
	Specifications Add Services										
x	Record Specs	$ -	$ -	$ -	$ -	$ -	$ 3,500	$ -	$ 3,500	$ 350	$ 3,850
	~~LEED Design & Documentation~~	~~$ -~~	~~$ 1,750~~	~~$ 1,750~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ 3,500~~	~~$ 350~~	~~$ 3,850~~
	BRS Interiors Add Services										
x	BRS - Interior Design	$ 35,100	$ 44,850	$ 50,700	$ 3,900	$ 58,500	$ 1,950	$ -	$ 195,000	$ -	$ 195,000
x	BRS - Furniture Design	$ 13,410	$ 17,135	$ 19,370	$ 1,490	$ 22,350	$ 745	$ -	$ 74,500	$ -	$ 74,500
x	BRS - Wayfinding/Graphics & Signage	$ 17,910	$ 22,885	$ 25,870	$ 1,990	$ 29,850	$ 995	$ -	$ 99,500	$ -	$ 99,500
	Sustainability Add Services										
	~~Group 14 - Required LEED Services~~	~~$ 22,960~~	~~$ 27,130~~	~~$ 43,208~~	~~$ -~~	~~$ 100,814~~	~~$ -~~	~~$ 7,669~~	~~$ 201,781~~	~~$ 20,178~~	~~$ 221,959~~
	~~Group 14 - Optional LEED Enhanced Commissioning~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ 16,236~~	~~$ -~~	~~$ 830~~	~~$ 17,066~~	~~$ 1,707~~	~~$ 18,773~~
	~~Group 14 - Whole Building Life Cycle Analysis~~	~~$ 3,000~~	~~$ 3,000~~	~~$ 4,500~~	~~$ -~~	~~$ 4,500~~	~~$ -~~	~~$ -~~	~~$ 15,000~~	~~$ 1,500~~	~~$ 16,500~~
	~~Group 14 - Daylight Modeling & Analysis~~	~~$ 6,100~~	~~$ 5,100~~	~~$ 3,500~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ 14,700~~	~~$ 1,470~~	~~$ 16,170~~
	Total	**$ 210,830**	**$ 277,350**	**$ 381,048**	**$ 36,330**	**$ 354,900**	**$ 58,890**	**$ 8,799**	**$ 1,328,147**	**$ 94,885**	**$ 1,435,032**
	Sub Total										**$ 5,786,892**

Total Accepted Alternates:	**$ 686,980**
Total Main Project:	**$ 4,351,860**
Total Main Project & Alternates:	**$ 5,038,840**
Total % of Construction Cost:	**12.03%**

TOWN COUNCIL
AGENDA K.3.
REGULAR ITEM(S)

DATE: May 4, 2026
FROM: Dean Larson, Construction Manager
ITEM: **Consider approval of the GMP (Guaranteed Maximum Price) Amendment — Exhibit A, to the existing AIA A133 Standard Agreement with Crossland Construction Company, Inc. for Fire Station 6 construction services in the amount of $16,354,546.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: With the current and future planned growth on the west side of Flower Mound, a new fire station is needed to serve and protect those residences and their needs for decades to come. Upon approval by the Town Council for the construction of a new Fire Station, land was purchased on the corner of Canyon Falls Drive and Denton Creek Blvd. Martinez Architects was then selected as the Architect of record for the design of the project. In accordance with the contract, Martinez Architects is responsible for the design, engineering, and construction administration of this new facility. Currently, Martinez Architects has completed the design/engineering phase for the project. The project is now ready to move forward with construction.

Due to the new station's location on the west side of Town and the distance from many of the Town's services, some additional features were included in the project programming. A large community/training room, which can be divided into 2 rooms, has been included to be used for local community events and by the fire department for training purposes. Also included is a satellite police substation which will allow officers a place to take care of paperwork without having to drive all the way back to the current Police Station. The design also includes a library component with 3 reading rooms, public restrooms and an electronic book check-out kiosk. Along with these features, there is a trail head on the property to the south of the building. The trail area includes bench seating and a covered shade pergola.

Crossland Construction is the Construction Manager At Risk (CMAR) whose proposal was previously selected under RFP #2025-87-B. The Town of Flower Mound and Crossland Construction then entered into an "AIA A133-2019 Standard Agreement Between Owner and Construction Manager" which includes an "AIA A201-2017 General Conditions of the Contract for Construction" agreement. As per those agreements, Crossland Construction provided pre-construction services and collaborated with the architect during the design phase.

Upon completion of the design phase, Crossland Construction submitted a Guaranteed Maximum Price (GMP) proposal as Amendment – Exhibit A, to the existing agreement, in the amount of $16,354,546.00. This is Crossland Construction's not-to-exceed construction cost proposal and is based on the current design drawings, documents and specifications. This GMP includes the fire station, the library component, the police substation and trails.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: $16,354,546.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$16,354,546.00	533-111-50083-6010 - $15,275,271.00 537-110-90721-6210 - $1,079,275.00 Total - $16,354,546.00

LEGAL REVIEW: The AIA A133 Standard Agreement Between Owner and Construction Manager with Crossland Construction Company, Inc. was originally reviewed as to form and legality by Brennan Lafferty of Taylor, Olson, Adkins, Sralla, Elam, LLP on 19-Dec-2025. This Exhibit A is a GMP (Guaranteed Maximum Price) Amendment to this existing January 20, 2026, AIA A133 Standard Agreement with Crossland Construction Company, Inc., and only clarifies the revised contract values and schedule.

ATTACHMENTS:

1. Crossland A133-2019 Exhibit A-GMP Amendment-Executed 9April26
2. Form 1295 Certificate 101520290 - Flower Mound Fire Station 6

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

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of April in the year 2026 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of January in the year 2026 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Flower Mound Fire Station#6
6801 Canyon Falls Drive

THE OWNER:
(Name, legal status, and address)

The Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Crossland Construction Company, Inc
13601 North Freeway, Suite 130
Fort Worth, TX 76177
817-717-4900

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed sixteen million three hundred and fifty-four thousand five hundred forty-six dollars ($ 16,354,546), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement. Amounts specified within the Guaranteed Maximum Price established in this Exhibit for 1) scopes of work to be self-performed by Crossland (if any), 2) insurance and bonding, and 3) general conditions and project requirements, are stipulated sums that have been previously approved by Owner. These amounts (except as amended by Change Order) are fixed prices, not estimates, and such fixed prices constitute the cost of the Work for such items and are not subject to audit or itemization.
(Provide itemized statement below or reference an attachment.)

Exhibit A.1-Itemized GMP & Clarifications

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Town of Flower Mound Fire Station	Exhibit A.1-Itemized GMP & Clarifications

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
See Exhibit A.2 for Unit Costs		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

1. Date of Commencement shall be the date on which all permits are secured & execution of this exhibit for Crossland to mobilize and allow for construction to commence.
2. Date of Substantial Completeion shall be the date show in Exhibit A.3 as adjusted to the actual date of Commencement

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] By the following date: See Exhibit A.3- Construction Schedule

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit A.4-Drawing & Specification Log

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit A.4-Drawing & Specification Log

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

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Title	Date	Pages
Not Applicable		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Exhibit A.1-Itemized GMP & Clarifications	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Exhibit A.1-Itemized GMP & Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit A.1-Itemized GMP & Clarifications
Exhibit A.2-Unit Costs
Exhibit A.3-Construction Schedule
Exhibit A.4-Drawing & Specification Log
Exhibit A.5- Contractors Itemized Statement
Exhibit A.6-Bonds and Insurances

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AN D SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Not Applicable

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	DEREK KLOER - VP/DM *(Printed name and title)*

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EXHIBIT A.1

Itemized Statement of the GMP and Clarifications

Contained within is and itemized statement of the GMP and Clarifications.

CROSSLAND
CONSTRUCTION COMPANY, INC.
13601 North Freeway, Suite 130
Prosper, Texas 75078
tel 817.717.4900

April 2, 2026

Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75025

RE: Flower Mound Fire Station #6
Guaranteed Maximum Price Proposal

Dear Town of Flower Mound:

Crossland Construction Company, Inc. ("**CROSSLAND**") is pleased to submit our Guaranteed Maximum Price ("GMP") Proposal for the Flower Mound Fire Station #6 ("Project").

This proposal is based on the AIA A133-2019 Standard Form of Agreement Between Owner and Contractor and AIA A201-2017 General Conditions of the Contract for Construction Between Town of Flower Mound ("Owner") and **CROSSLAND** ("CMAR") and the design documents issued by Martinez Architects and their Consultants ("Architect").

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our proposal or need additional information, please do not hesitate to call.

Best regards,

Derek Kloer
Division Manager
dkloer@crossland.com

1 Section One – Proposal Summary

Executive Summary

This Guaranteed Maximum Price ("GMP") Proposal is based upon the documents prepared by Martinez Architects and their Consultants as detailed in the enclosed Document Log.

Further project scope definition has been developed by CROSSLAND, and various qualifications that are included in this proposal.

From this data, we hereby propose a Guaranteed Maximum Price. See enclosed Guaranteed Maximum Price Summary for a detailed cost breakdown of which the GMP amount is based.

We have developed and enclosed a Project Schedule, which indicates the agreed upon schedule objectives for the project.

• Submit GMP	April 2, 2026
• Council Approval of GMP	April 20, 2026
• Issue Building Permit on or before	May 4, 2026
• Substantial Completion	August 3, 2027
• Final Completion	September 3, 2027

CROSSLAND recommends that the attached documents be carefully reviewed; questions and comments be referred back to us for resolution; and the overall project be approved for further progress.

2 Section Two – Basis of Proposal

Introduction

This section of Guaranteed Maximum Price (GMP) Proposal describes clarifications, qualifications, assumptions, and exclusions from which our proposal is based.

For those items that are identified as **excluded**, no cost or time has been accounted for in the GMP Proposal to address the issue. For those items that are **clarified, qualified** or based on an **assumption**, the GMP proposal reflects only the cost and time of the element as assumed or clarified.

Any modifications to the following clarifications, qualifications, assumptions, and exclusions may result in a change to GMP and/or the Project Schedule.

Cost Basis of GMP

CROSSLAND 's Guaranteed Maximum Price (GMP) Proposal is based upon the following listed in order of precedence:

1. These GMP Clarifications, Qualifications, Assumptions, and Exclusions
2. Drawings
3. Specifications
4. The Agreement between Owner and Contractor

Changes or revisions to the foregoing information could result in a modification to the GMP price and/or Project Schedule. As such, the Owner must carefully review all the criteria used to develop this GMP Proposal and request any revisions to the same, so that a modified GMP Proposal can be prepared.

Bonds and Insurance(Lump Sum)

1. **Payment and Performance Bonds** for CROSSLAND are included in the GMP at a rate of 0.75%.
2. GMP includes following insurance coverages and rates:

General Liability Insurance	0.65%
Builder's Risk Insurance	0.35%
Subcontractor Default Insurance	1.35%

Permits and Fees

1. GMP **excludes** Plan Review Fees and Building Permit Fees.
2. Impact and/or Tap Fees for water and sanitary sewer are **excluded**.
3. GMP **excludes** any and all costs and/or Fees for Franchise Utilities (ie. Atmos, Oncor, AT&T, etc…)

Contingency

GMP includes the following Contingencies:

A.	Construction Contingency	1.5%
B.	Owner's Contingency	**EXCLUDED**
C.	Escalation Contingency	**EXCLUDED**
D.	Design Contingency	**EXCLUDED**

A. The **Construction Contingency** shall be available for the exclusive use of CROSSLAND with approval by the Owner to provide funds to address items such as, by way of example: (1) estimating, coordination and/or procurement errors and/or omissions, (2) overtime and other costs of accelerating and/or recovering for time lost related to the Work (which are not otherwise the basis of entitlement to a Change Order), (3) interfacing omissions between and from the various categories of work, (4) additional costs incurred due to the withdrawal or disqualification of a subcontractor bid forming the basis for the GMP prior to execution of a written subcontract, (5) cost increases due to unanticipated local labor conditions, selective overtime, or the like. **Construction Contingency** is **NOT** intended to provide for costs associated with Owner initiated changes, design changes, design intent, unknown, unforeseen, concealed or unrevealed physical conditions, force majeure events (ie. escalation) or other items for which CROSSLAND may be entitled to a Change Order in accordance with the Agreement. The **Construction Contingency** shall be increased by any savings as a result of the buyout process.

B. **Owner Contingency** has **NOT** been included in the GMP Proposal.

General Clarifications

1. The only price guarantee within this GMP is that of the proposed Total GMP amount. There are no individual line item guarantees within the GMP. Individual line item savings (ie. Buyout Savings) within the GMP shall be shall be reallocated to the Construction Contingency for CROSSLAND's use throughout the Construction Phase of the project.

2. GMP **excludes** Sales Tax on materials incorporated into the real property in accordance with the Agreement.

3. GMP includes the **Construction Manager's Lump Sum Fee** at a rate of 2.50%.

Package Specific Clarifications, Qualifications, Assumptions & Exclusions

The following definition represents the basis of our estimate and serves as the Proposal for the project. The estimated costs were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following clarifications, qualifications, assumptions and exclusions represent the basis of our Proposal.

01A – General Requirements

1. GMP **excludes** Construction Materials Testing
2. GMP **excludes** Cost and/or Resource Loading of the Construction Schedule
3. GMP **excludes** any and all BIM requirements. CROSSLAND shall utilize BIM as they deem necessary and in the manner in which they deem appropriate.
4. GMP **excludes** any and all requirements and/or goals for recycling of construction trash and debris
5. In establishing the price for the Proposal, CROSSLAND understands that reasonable substitutions may be made to specified materials except where otherwise noted. Substitution Requests shall be submitted and approved in accordance with the Contract Documents.

31A – Earthwork

1. GMP includes 6” of Lime at 9% lime stabilization subgrade prep for concrete paving.
2. GMP includes a 14’ deep moisture conditioned Building Pad with a 1’ flex base cap 10’ beyond Building Lines.
3. GMP **excludes** any haul off of excess dirt spoils.
4. GMP excludes handling or removal of any trash, hazardous, contaminated, or unsuitable debris. It is assumed that all onsite materials will be suitable for embankment.

31B – Erosion Control

1. No Comments.

31C – Termite Treatment

1. No Comments.

32A – Landscaping & Irrigation

1. GMP **excludes** importing Topsoil. Topsoil from site shall be stockpile and utilized.
2. GMP **excludes** landscape maintenance after final acceptance.

32C – Site Furnishings

1. Included in BP10A.

32E – Pavement Markings

1. GMP includes two (2) 24” stop bars.
2. GMP includes three (3) 24” stop signs.
3. GMP includes one (1) “NO U-TURN” sign.
4. GMP includes two (2) Flashing Emergency Beacon assemblies.
5. GMP includes one (1) Median Alert surface mounted on ribbon curb.

32F – Fencing & Gates

1. GMP includes Fortress Building Products V2 panels.
    a. Panels to be 7’ tall V2 82” commercial panels (picket top and picket bottom) 3 rail.
    b. Rails to be 1-1/2” x14ga. Pickets to be 3/4” x16ga.
2. GMP includes two (2) 6x26’ w cantilever gates hung from 4”x11ga” posts.
3. GMP includes two (2) 5’ panels and (1) 5’ tall by 36” wide pedestrian gate at western side of building. Panel and gate to be match same detail of perimeter fencing.
    a. Pedestrian gate to be hung from 3” post using standard hardware.
4. GMP includes two (2) HySecurity SD40 gate operators with Edge E1 Keypads.
    a. GMP **excludes** emergency ingress options such as but not limited to Opticom 721, Tomar, or Click2Enter.
    b. GMP includes upgraded Thru-Beam photo eyes.
    c. GMP includes a knox box at each cantilever gate.

32RW – Retaining Walls

1. GMP includes 102 linear feet of stone gravity retaining wall.
    a. Typical Tan Sandstone with Mosaic fascia pattern.

33A – Site Utilities

1. GMP **excludes** spoil haul off. To be utilized onsite for fill.

33B – Franchise Utilities

1. GMP **excludes** Franchise Utilities.

03A – Cast-In-Place Concrete

1. GMP **excludes** any casing of drilled piers.
2. GMP **excludes** spoil haul off. To be utilized onsite for fill.
3. GMP **excludes** rock excavation. None Shown
4. GMP **excludes** subsurface utility line exploration/protection/support and/or relocation.
5. GMP includes 18” piers at a depth of 33’ plus 6’ penetration depth.
6. GMP includes 24” piers at a depth of 33’ plus 6’ penetration depth.
7. GMP includes 30” piers at a depth of 33’ plus 6’ penetration depth.

03B – Concrete Staining and Polishing

1. GMP includes Class B: Salt and Pepper Exposed Aggregate with Level 4: Polished Sheen polished concrete.
2. GMP includes Sealed Concrete.
    a. Basis of Design: Retroplate 99 Densifier or Ashford Formula.

04A – Masonry

1. No Comments.

05A – Structural & Miscellaneous Steel

1. No comments.

06A – Woods and Plastics

1. GMP **excludes** Architectural Woodwork Institute Quality Certification Program (ie. AWI QCP).
2. GMP includes Plastic Laminate Casework Euro Style Flush Overlay W/ CLS Interiors & Plywood Cores.
3. GMP includes an Allowance of $90,000 for the WT-3 Solid Surface Shower Walls. As drawn, the standard Wilsonart wetwall can't be used because:
    a. It doesn't come standard in Ice Statuario (only Calcutta Statuario).
    b. It's only 96" tall.

07A – Roofing

1. GMP includes 72 MIL PVC over 1/2" DensDeck Prime over R-25 ISO over Vapor Barrier - to be Adhered.
2. GMP includes 22 GA Standing Seam over HT Ice and Water Shield over 1/2" DensDeck Prime over R-25 ISO.
3. GMP includes Wood Look Flush Seam Soffit Panels.

07B – Waterproofing

1. No Comments.

08A – Doors & Hardware

1. GMP includes polystyrene HM doors at exterior locations and honeycomb HM doors at interior locations.
2. GMP includes HPDL wood doors with a generic Wilsonart wood-grain finish.

08B – Glass & Glazing

1. GMP includes YKK AP YCW 750 XT 2 ½" x 7 ½" high performance thermal curtain wall.
2. GMP includes YKK AP YES 45 TU 2" x 4 ½" thermally broken center set storefront.
3. GMP includes YKK AP 35D medium stile doors with 10" bottom rail and custom hardware.
4. GMP includes SaftiFirst Fire Rated framing and glazing for (2 thus) Frame 04 and (1 thus) Frame 14.
5. GMP includes an allowance for 3M S800 Film at PD Room Frame Type 13 (7 thus). No spec was found for this film.

08C – Overhead Doors

1. GMP includes (8) 14'x14' Door Engineering FF30 4-Fold Doors.
2. GMP includes (1) Cornell ESD20 6'x8' insulated service door.
3. GMP includes (1) Cornell ESD20 4'x6'-8" insulated service door.

09A – Drywall & Acoustical

1. GMP **excludes** CLG-2 ceiling (not shown).
2. GMP includes an Allowance of $25,000 for the AWP-1 Acoustic Wood Panels.
    a. The manufacturer listed is no longer in business.

09B – Flooring

1. GMP **excludes** RF-2 Rubber Flooring (not shown).
2. GMP includes RF-1 Ecore Rippin Red 10 9mm rolls.
    a. Interlocking tile is not covered under warranty for exterior use by the manufacturer.

09C – Tile

1. No comments.

09D – Painting

1. No comments.

10A – Specialties

1. GMP includes the following:
    - (18) Toilet Tissue Dispenser
    - (6) 36” Grab Bar
    - (6) 42” Grab Bar
    - (26) Wall Mounted Paper Towel Dispenser
    - (22) 24”x48” Framed Mirror
    - (12) Shower Curtain, Rod & Hooks
    - (4) Shower Seat
    - (2) 24” Shower Grab Bar
    - (2) 36” Shower Grab Bar
    - (2) Two Wall 18”x33” Shower Grab Bar
    - (12) Recessed Shower Shelf
    - (48) Coat/Towel Hook
    - (3) Mop & Broom Holder
    - (1) Operable Partition
    - (8) Dreamseat Recliner with Custom Logo
    - (1) Conference Table with (10) Chairs
    - (8) Dorm Bench
    - (39) Corner Guard
    - (3) Flag Pole
    - (1) Ultra Site Trash Can
    - (1) Dog Waste Station
    - (5) Ultra Site Bench
    - (2) Bike Rack
    - (1) Bike Repair Stand
    - (1) Shoe Brush Station
    - (1) Stainless Steel Table
    - (11) Fire Extinguisher
    - (3) Knox Box
    - (1) Narcotics Cabinet

10B – Signage

1. GMP includes all aluminum signage as clear anodized.

10C – Pre-Fabricated Canopies

1. No comments.

10E – Lockers

1. GMP includes (30) GearGrid lockers.
2. GMP includes (4) metal lockers.

11A – Appliances

1. GMP includes the following:
    (1) Gas Range
    (2) Dishwasher
    (4) Coffee Machine
    (1) Under-counter Refrigerator
    (1) Under-counter Ice Machine
    (1) Full Height Ice Machine
    (3) Microwave
    (1) Cold Plunge Tub

11B – Equipment

1. GMP includes the following:
    (1) SCBA Extractor
    (1) All-in-One Compressor and Fill Station
    (1) Hard Mount Extractor
    (1) PPE Express Drying Cabinet – 6 Gear Capacity

12A – Window Treatments

1. GMP **excludes** recessed pocket mounting.

13A – Fuel Station

1. GMP includes one (1) Hughes Tank - 6K - 4/2 Split UL 2085 Fireguard per Carbon Environmental's quote dated April 1, 2026.
    a. GMP includes ATG, two (2) pump motors, fill boxes, and tank gauges.

21A – Fire Protection

1. GMP **excludes** Fire Pump, Jockey Pump, and Controller.

22A – Plumbing

1. GMP includes an Allowance of $10,000 for the air compressor.

23A – HVAC

1. GMP **excludes** the **dedicated** Vehicle Exhaust System, however included Air Hawk System per drawings.
2. GMP **excludes** HVAC Controls, Building Automation System, Building Management System (Per addendum 2)
3. GMP **excludes** Commissioning and Commissioning Agent.
4. GMP includes standalone thermostats.
5. GMP includes NEBB Testing, Adjusting and Balancing.

26A – Electrical

1. GMP **excludes** any concrete duct banks.
2. GMP includes 150 linear feet of 2-4" PVC conduits for primary to transformer.
3. GMP includes 350kw Diesel Emergency General.

27A – Communications

1. No comments.

27B – Audio/Visual

1. GMP includes Audio/Visual as proposed by City's preferred vendor Forte.
2. GMP includes an Allowance of $15,000 for additional rough-in for A/V components not shown.

28A – Fire Alarm

1. No comments.

28B – Security

1. GMP includes Security as proposed by City's preferred vendor Automation Integration.

28B – Access Controls

1. GMP includes Access Controls as proposed by City's preferred vendor Schneider Electric.

28D – Dispatch Alerting System

1. GMP includes Alerting System.

Allowances

The following Allowances are included in GMP in accordance with the Contract Documents. These Allowances are intended to provide for all direct and indirect construction costs associated with each of these items.

Upon final determination of the actual cost, the GMP Allowance shall be revised by replacing the Allowance amount with the actual cost of the item or scope. In the event the actual cost is less than the specified Allowance, the cost savings shall be reallocated to the Construction Contingency. In the event the actual cost exceeds that of the Allowance, such overrun shall be funded using the Contingency.

Lump Sum Allowances

1. WT-3 Solid Surface Shower Walls ..... **$ 90,000**
2. AWP-1 Acoustic Wood Panels ..... **$ 25,000**
3. Air Compressor ..... **$ 10,000**
4. Additional rough-in for A/V components for Forte systems ..... **$ 15,000**

Appendix – Guaranteed Maximum Price Proposal

The subsequent pages contain the detailed GMP Proposal.

GUARANTEED MAXIMUM PRICE PROPOSAL

Project: Flower Mound Fire Station No. 6
Date: April 2, 2026

CROSSLAND CONSTRUCTION COMPANY, INC.

BID PACKAGE	DESCRIPTION	SITE	6.64 $/Acre	BUILDING	22,365 $/SF	TOTAL	22,365 $/SF	%
01A	General Requirements	$ 95,359	$ 14,359	$ 177,095	$ 7.92	**$ 272,453**	$ 12.18	1.67%
31A	Earthwork	$ 410,848	$ 61,865	$ -	$ -	**$ 410,848**	$ 18.37	2.51%
31B	Erosion Control	$ 6,600	$ 994	$ -	$ -	**$ 6,600**	$ 0.30	0.04%
31C	Termite Treatment	$ -	$ -	$ 1,340	$ 0.06	**$ 1,340**	$ 0.06	0.01%
32A	Landscaping & Irrigation	$ 223,289	$ 33,623	$ -	$ -	**$ 223,289**	$ 9.98	1.37%
32C	Site Furnishings	**BP10A**	$ -	$ -	$ -	**BP10A**		
32E	Pavement Markings	$ 66,320	$ 9,986	$ -	$ -	**$ 66,320**	$ 2.97	0.41%
32F	Fencing	$ 145,862	$ 21,964	$ -	$ -	**$ 145,862**	$ 6.52	0.89%
32RW	Retaining Walls	$ 21,163	$ 3,187	$ -	$ -	**$ 21,163**	$ 0.95	0.13%
33A	Site Utilities	$ 529,300	$ 79,702	$ -	$ -	**$ 529,300**	$ 23.67	3.24%
33B	Franchise Utilities	**BY OWNER**				**BY OWNER**		
03A	Cast-in-Place Concrete	$ 747,000	$ 112,483	$ 925,370	$ 41.38	**$ 1,672,370**	$ 74.78	10.23%
03B	Concrete Staining & Polishing	$ -	$ -	$ 26,710	$ 1.19	**$ 26,710**	$ 1.19	0.16%
04A	Masonry	$ -	$ -	$ 1,341,190	$ 59.97	**$ 1,341,190**	$ 59.97	8.20%
05A	Structural & Miscellaneous Steel	$ -	$ -	$ 1,014,551	$ 45.36	**$ 1,014,551**	$ 45.36	6.20%
06A	Woods and Plastics	$ -	$ -	$ 496,900	$ 22.22	**$ 496,900**	$ 22.22	3.04%
07A	Roofing	$ -	$ -	$ 704,028	$ 31.48	**$ 704,028**	$ 31.48	4.30%
07B	Waterproofing	$ -	$ -	$ 134,245	$ 6.00	**$ 134,245**	$ 6.00	0.82%
07F	Fireproofing & Firestopping	$ -	$ -	$ -	$ -	**Multiple BP**		
08A	Doors & Hardware	$ -	$ -	$ 214,100	$ 9.57	**$ 214,100**	$ 9.57	1.31%
08B	Glass & Glazing	$ -	$ -	$ 202,000	$ 9.03	**$ 202,000**	$ 9.03	1.24%
08C	Overhead Doors	$ -	$ -	$ 347,950	$ 15.56	**$ 347,950**	$ 15.56	2.13%
09A	Drywall & Acoustical	$ -	$ -	$ 700,750	$ 31.33	**$ 700,750**	$ 31.33	4.28%
09B	Flooring	$ -	$ -	$ 88,137	$ 3.94	**$ 88,137**	$ 3.94	0.54%
09C	Tile	$ -	$ -	$ 167,665	$ 7.50	**$ 167,665**	$ 7.50	1.03%
09D	Painting	$ -	$ -	$ 102,000	$ 4.56	**$ 102,000**	$ 4.56	0.62%
10A	Specialties	$ -	$ -	$ 188,895	$ 8.45	**$ 188,895**	$ 8.45	1.15%
10B	Signage	$ -	$ -	$ 136,700	$ 6.11	**$ 136,700**	$ 6.11	0.84%
10C	Pre-Fabricated Canopies	$ -	$ -	$ 794,265	$ 35.51	**$ 794,265**	$ 35.51	4.86%
10E	Lockers	$ -	$ -	$ 36,402	$ 1.63	**$ 36,402**	$ 1.63	0.22%
11A	Appliances	$ -	$ -	$ 76,550	$ 3.42	**$ 76,550**	$ 3.42	0.47%
11B	Equipment	$ -	$ -	$ 199,200	$ 8.91	**$ 199,200**	$ 8.91	1.22%
12A	Window Treatments	$ -	$ -	$ 45,493	$ 2.03	**$ 45,493**	$ 2.03	0.28%
13A	Fuel Station	$ -	$ -	$ 375,200	$ 16.78	**$ 375,200**	$ 16.78	2.29%
21A	Fire Protection	$ -	$ -	$ 114,690	$ 5.13	**$ 114,690**	$ 5.13	0.70%
22A	Plumbing	$ -	$ -	$ 759,182	$ 33.95	**$ 759,182**	$ 33.95	4.64%
23A	HVAC	$ -	$ -	$ 835,365	$ 37.35	**$ 835,365**	$ 37.35	5.11%
26A	Electrical	$ -	$ -	$ 1,292,796	$ 57.80	**$ 1,292,796**	$ 57.80	7.90%
27A	Communications	$ -	$ -	$ 74,960	$ 3.35	**$ 74,960**	$ 3.35	0.46%
27B	Audio/Visual	$ -	$ -	$ 286,500	$ 12.81	**$ 286,500**	$ 12.81	1.75%
28A	Fire Alarm	$ -	$ -	$ 46,829	$ 2.09	**$ 46,829**	$ 2.09	0.29%
28B	Security	$ -	$ -	$ 38,000	$ 1.70	**$ 38,000**	$ 1.70	0.23%
28B	Access Controls	$ -	$ -	$ 128,526	$ 5.75	**$ 128,526**	$ 5.75	0.79%
28D	Dispatch Alerting System (USDD)			$ 193,067	$ 8.63	**$ 193,067**	$ 8.63	1.18%
	SUBTOTAL DIRECT COST OF WORK	**$ 2,245,740**	**$ 338,163**	**$ 12,266,650**	**$ 548.48**	**$ 14,512,391**	**$ 648.89**	**88.74%**
	Design/Estimating Contingency	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
	Construction Contingency	$ 40,049	$ 6,031	$ 205,269	$ 9.18	**$ 245,318**	$ 10.97	1.50%
	Inflation/Escalation Contingency	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
	Owner's Contingency	**BY OWNER**	$ -	$ -	$ -	**BY OWNER**	$ -	0.00%
	Building Permit & Plan Review Fees	**BY OWNER**	$ -	$ -	$ -	**BY OWNER**	$ -	0.00%
	General Liability Insurance	$ 17,355	$ 2,613	$ 88,950	$ 3.98	**$ 106,305**	$ 4.75	0.65%
	Builder's Risk Insurance	$ 9,345	$ 1,407	$ 47,896	$ 2.14	**$ 57,241**	$ 2.56	0.35%
	Payment & Performance Bond	$ 20,025	$ 3,015	$ 102,635	$ 4.59	**$ 122,659**	$ 5.48	0.75%
	Maintenance Bond	$ 1,602	$ 241	$ 8,211	$ 0.37	**$ 9,813**	$ 0.44	0.06%
	Subcontractor Default Insurance (SDI)	$ 36,044	$ 5,428	$ 184,742	$ 8.26	**$ 220,786**	$ 9.87	1.35%
	General Conditions	$ 230,534	$ 34,714	$ 428,135	$ 19.14	**$ 658,670**	$ 29.45	4.03%
	Preconstruction Phase Fee	$ 2,500	$ 376	$ 10,000	$ 0.45	**$ 12,500**	$ 0.56	0.08%
	Construction Phase Fee	$ 66,749	$ 10,051	$ 342,115	$ 15.30	**$ 408,864**	$ 18.28	2.50%
	TOTAL	**$ 2,669,943**	**$ 402,039**	**$ 13,684,603**	**$ 611.88**	**$ 16,354,546**	**$ 731.26**	**/SF**

EXHIBIT A.2
Unit Costs

The following Unit Prices represent the direct cost only:

SCOPE	ADD	UOM
Haul off Excess suitable fill	$25.00	CY
Import Topsoil	$36.00	CY
Rock Excavation	$10.00	CY
Light Pole Bases	$2500	EA
Pipe Bollards	$1250	EA
Sod, Bermuda	$0.75	SF
Hyrdomulch	$0.50	SF
Temporary Irrigation	$1.25	LF
18” Drilled Straight Shaft Piers	$75.00	LF
24” Drilled Straight Shaft Piers	$85.00	LF
30” Drilled Straight Shaft Piers	$130.00	LF
18” Temporary Pier Casing	$75.00	LF
24” Temporary Pier Casing	$85.00	LF
30” Temporary Pier Casing	$95.00	LF
Concrete Cooling/Heating Admixture	$42.00	CY
Multiple Pier Mobilization	$5500	EA
SCOPE	**DEDUCT**	**UOM**
18” Drilled Straight Shaft Piers	$10.00	LF
24” Drilled Straight Shaft Piers	$17.00	LF
30” Drilled Straight Shaft Piers	$27.00	LF
All other costs are TBD		

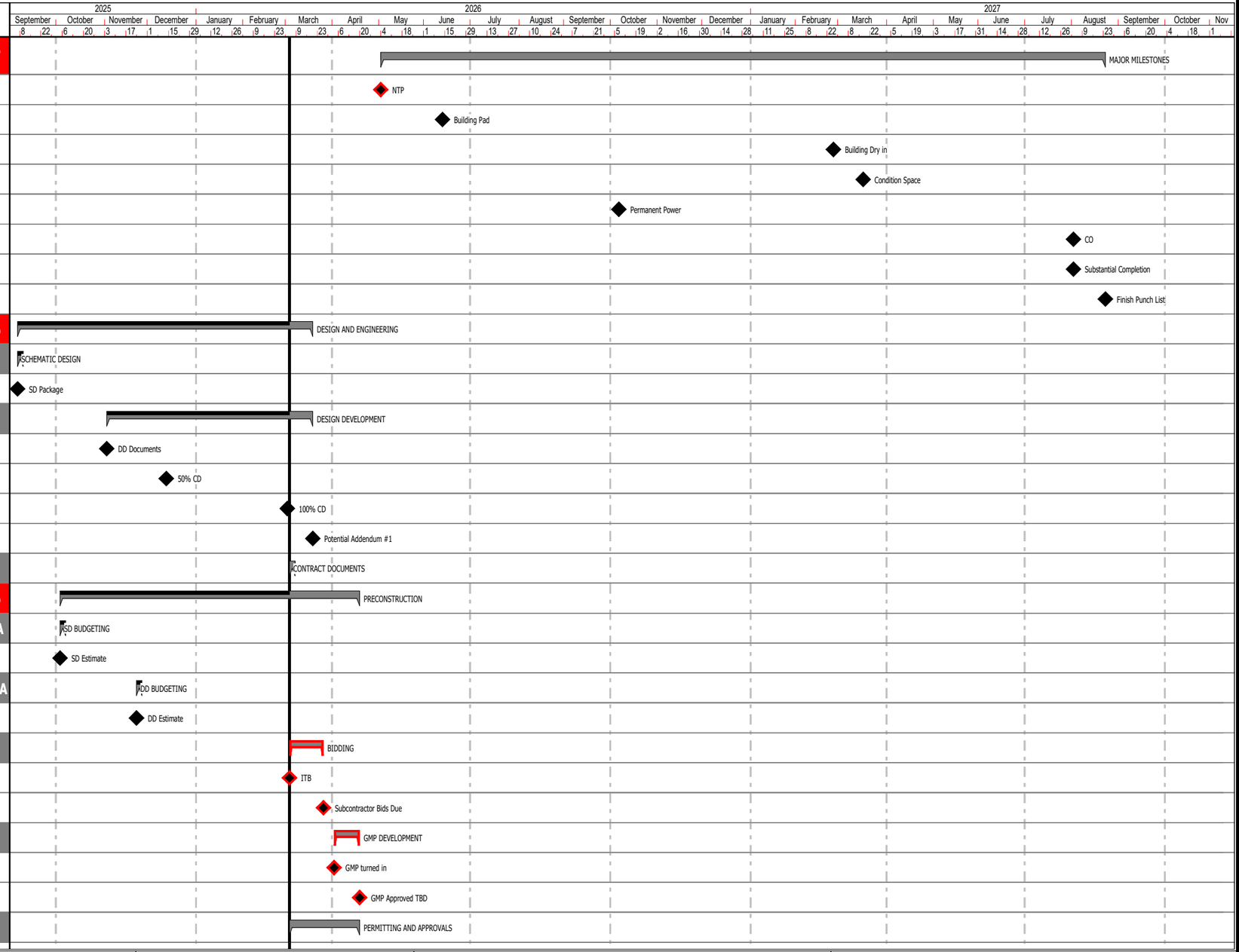
EXHIBIT A.3

Construction Schedule

Contained within this Exhibit is the anticipated project schedule for the project, subject to permitting and execution of GMP. Delays outside of the Contractors control such as weather, permitting, materials delays that impact the schedule have not been assumed in this schedule. Any impacts due to such delays shall be granted extended days and any cost impact either through remaining project budget or change order.

Summary of Schedule- 15 months construction and 1 month of closeout

Line	Name	Duration	Start	Finish
1	**MAJOR MILESTONES**	**332d**	**5/4/2026**	**8/23/2027**
2	NTP		5/4/2026	5/4/2026
3	Building Pad		6/11/2026	6/11/2026
4	Building Dry in		2/24/2027	2/24/2027
5	Condition Space		3/16/2027	3/16/2027
6	Permanent Power		10/6/2026	10/6/2026
7	CO		8/3/2027	8/3/2027
8	Substantial Completion		8/3/2027	8/3/2027
9	Finish Punch List		8/23/2027	8/23/2027
10	**DESIGN AND ENGINEERING**	**134d**	**9/5/2025 A**	**3/19/2026**
11	**SCHEMATIC DESIGN**		**9/5/2025 A**	**9/5/2025 A**
12	SD Package		9/5/2025 A	9/5/2025 A
13	**DESIGN DEVELOPMENT**	**92d**	**11/4/2025 A**	**3/19/2026**
14	DD Documents		11/4/2025 A	11/4/2025 A
15	50% CD		12/12/2025 A	12/12/2025 A
16	100% CD		3/3/2026 A	3/3/2026 A
17	Potential Addendum #1		3/19/2026	3/19/2026
18	**CONTRACT DOCUMENTS**		**3/4/2026**	**3/4/2026**
19	**PRECONSTRUCTION**	**136d**	**10/3/2025 A**	**4/20/2026**
20	**SD BUDGETING**		**10/3/2025 A**	**10/3/2025 A**
21	SD Estimate		10/3/2025 A	10/3/2025 A
22	**DD BUDGETING**		**11/24/2025 A**	**11/24/2025 A**
23	DD Estimate		11/24/2025 A	11/24/2025 A
24	**BIDDING**	**16d**	**3/4/2026**	**3/26/2026**
25	ITB		3/4/2026	3/4/2026
26	Subcontractor Bids Due		3/26/2026	3/26/2026
27	**GMP DEVELOPMENT**	**12d**	**4/2/2026**	**4/20/2026**
28	GMP turned in		4/2/2026	4/2/2026
29	GMP Approved TBD		4/20/2026	4/20/2026
30	**PERMITTING AND APPROVALS**	**33d**	**3/4/2026**	**4/20/2026**



CROSSLAND CONSTRUCTION COMPANY, INC.

Flower Mound Fire Station No. 6

Job #: Job Number

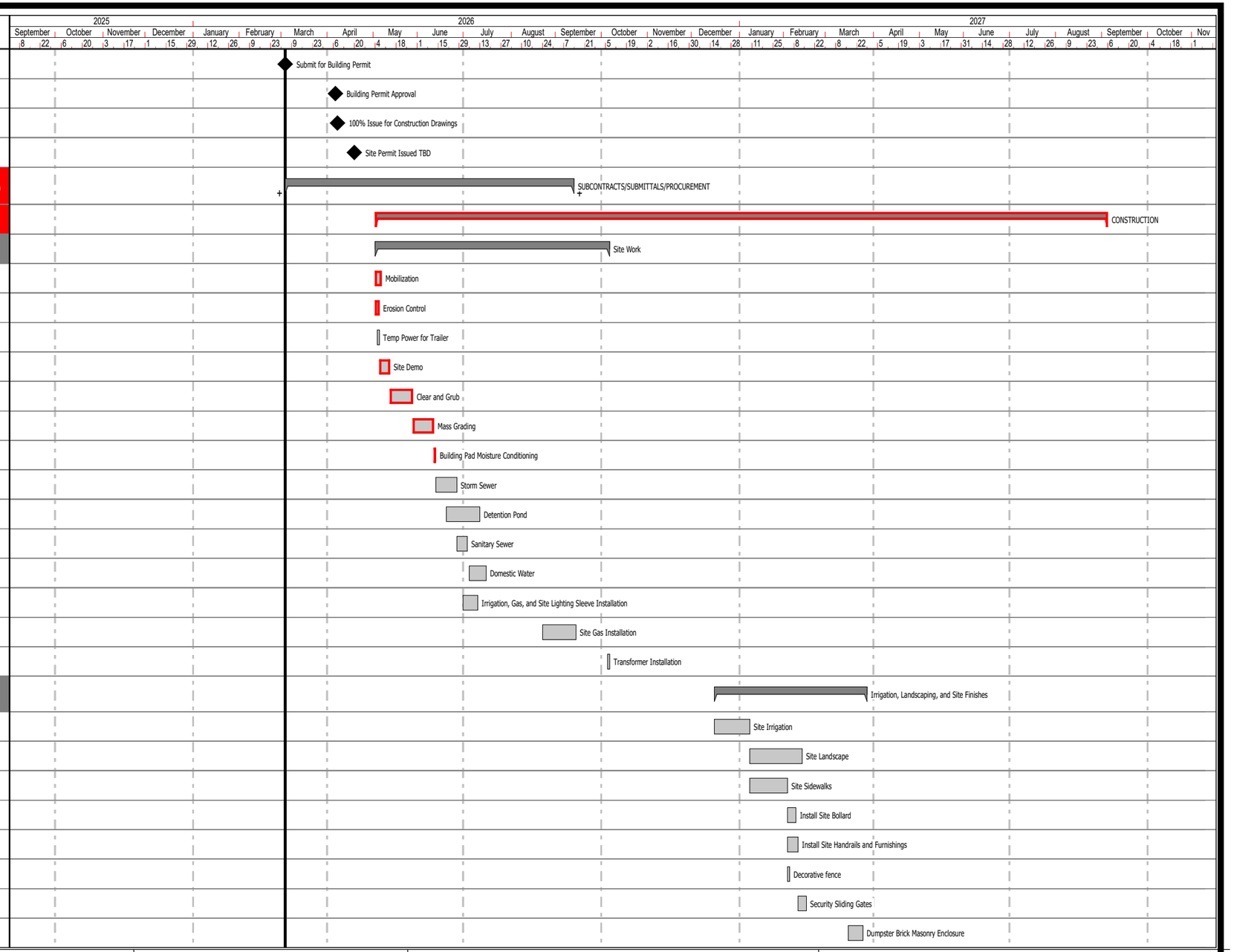
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Print Date: 3/4/2026 9:20:35 AM
Update as of:: 3/4/2026

View: Bar Chart View

Filter: None

Line	Name	Duration	Start	Finish
31	Submit for Building Permit		3/4/2026	3/4/2026
32	Building Permit Approval		4/7/2026	4/7/2026
33	100% Issue for Construction Drawings		4/8/2026	4/8/2026
34	Site Permit Issued TBD		4/20/2026	4/20/2026
35	**SUBCONTRACTS/SUBMITTALS/PROCUREMENT**	**135d**	**3/4/2026**	**9/11/2026**
36	**CONSTRUCTION**	**341d**	**5/4/2026**	**9/3/2027**
37	**Site Work**	**109d**	**5/4/2026**	**10/6/2026**
38	Mobilization	3d	5/4/2026	5/6/2026
39	Erosion Control	2d	5/4/2026	5/5/2026
40	Temp Power for Trailer	1d	5/5/2026	5/5/2026
41	Site Demo	5d	5/6/2026	5/12/2026
42	Clear and Grub	10d	5/13/2026	5/27/2026
43	Mass Grading	10d	5/28/2026	6/10/2026
44	Building Pad Moisture Conditioning	1d	6/11/2026	6/11/2026
45	Storm Sewer	10d	6/12/2026	6/25/2026
46	Detention Pond	15d	6/19/2026	7/10/2026
47	Sanitary Sewer	5d	6/26/2026	7/2/2026
48	Domestic Water	8d	7/6/2026	7/15/2026
49	Irrigation, Gas, and Site Lighting Sleeve Installation	6d	7/1/2026	7/9/2026
50	Site Gas Installation	15d	8/24/2026	9/14/2026
51	Transformer Installation	1d	10/6/2026	10/6/2026
52	**Irrigation, Landscaping, and Site Finishes**	**71d**	**12/16/2026**	**3/26/2027**
53	Site Irrigation	15d	12/16/2026	1/7/2027
54	Site Landscape	25d	1/8/2027	2/11/2027
55	Site Sidewalks	18d	1/8/2027	2/2/2027
56	Install Site Bollard	4d	2/3/2027	2/8/2027
57	Install Site Handrails and Furnishings	5d	2/3/2027	2/9/2027
58	Decorative fence	1d	2/3/2027	2/3/2027
59	Security Sliding Gates	4d	2/10/2027	2/15/2027
60	Dumpster Brick Masonry Enclosure	7d	3/16/2027	3/24/2027



CROSSLAND CONSTRUCTION COMPANY, INC.

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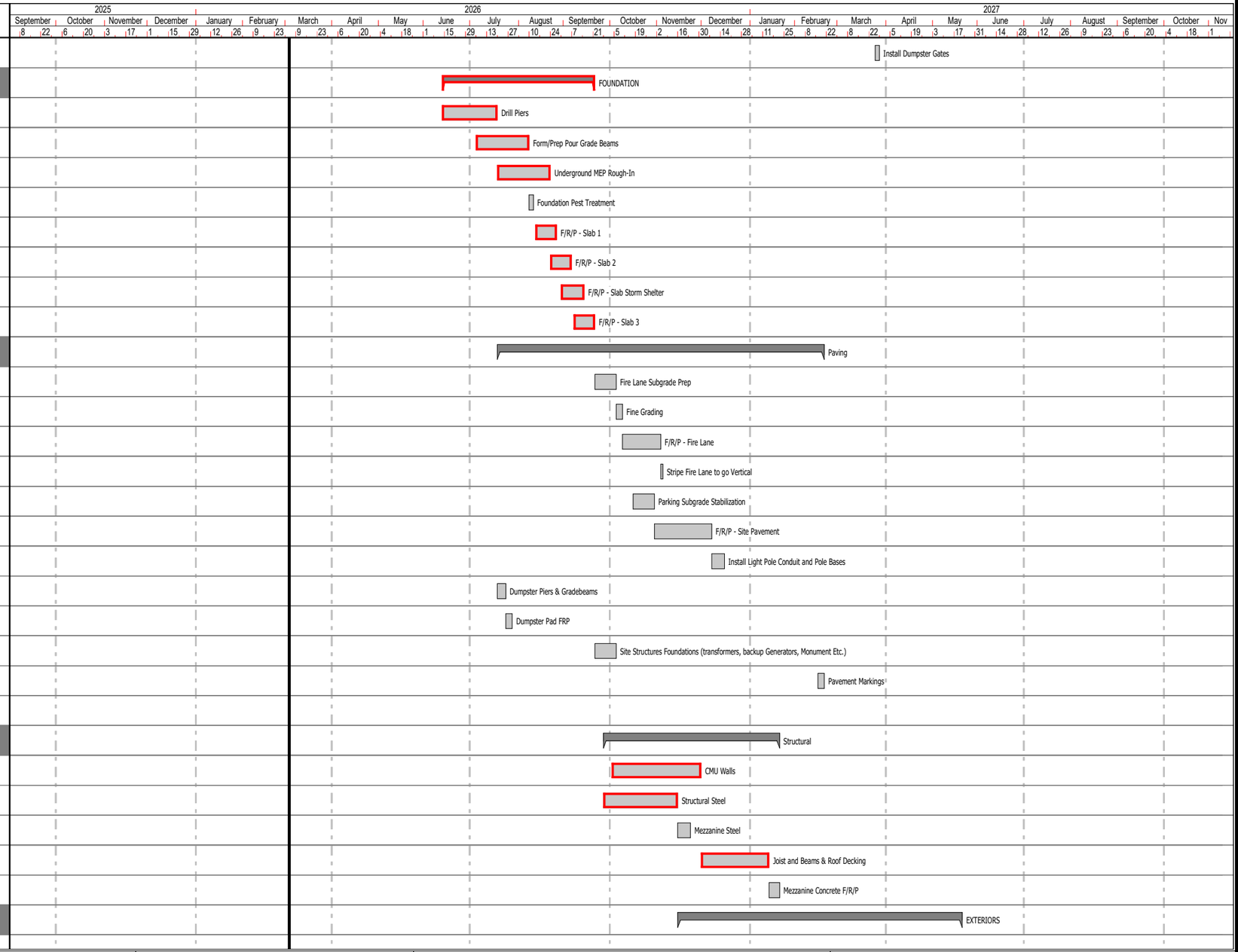
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View: Bar Chart View

Filter: None

Line	Name	Duration	Start	Finish
61	Install Dumpster Gates	2d	3/25/2027	3/26/2027
62	**FOUNDATION**	**70d**	**6/12/2026**	**9/21/2026**
63	Drill Piers	25d	6/12/2026	7/17/2026
64	Form/Prep Pour Grade Beams	25d	7/6/2026	8/7/2026
65	Underground MEP Rough-In	25d	7/20/2026	8/21/2026
66	Foundation Pest Treatment	2d	8/10/2026	8/11/2026
67	F/R/P - Slab 1	10d	8/13/2026	8/26/2026
68	F/R/P - Slab 2	10d	8/24/2026	9/4/2026
69	F/R/P - Slab Storm Shelter	10d	8/31/2026	9/14/2026
70	F/R/P - Slab 3	10d	9/8/2026	9/21/2026
71	**Paving**	**149d**	**7/20/2026**	**2/18/2027**
72	Fire Lane Subgrade Prep	10d	9/22/2026	10/5/2026
73	Fine Grading	3d	10/6/2026	10/8/2026
74	F/R/P - Fire Lane	18d	10/9/2026	11/3/2026
75	Stripe Fire Lane to go Vertical	1d	11/4/2026	11/4/2026
76	Parking Subgrade Stabilization	10d	10/16/2026	10/29/2026
77	F/R/P - Site Pavement	25d	10/30/2026	12/7/2026
78	Install Light Pole Conduit and Pole Bases	6d	12/8/2026	12/15/2026
79	Dumpster Piers & Gradebeams	4d	7/20/2026	7/23/2026
80	Dumpster Pad FRP	3d	7/24/2026	7/28/2026
81	Site Structures Foundations (transformers, backup Generators, Monument Etc.)	10d	9/22/2026	10/5/2026
82	Pavement Markings	3d	2/16/2027	2/18/2027
83	**Structural**	**79d**	**9/28/2026**	**1/20/2027**
84	CMU Walls	40d	10/2/2026	11/30/2026
85	Structural Steel	35d	9/28/2026	11/13/2026
86	Mezzanine Steel	6d	11/16/2026	11/23/2026
87	Joist and Beams & Roof Decking	30d	12/1/2026	1/13/2027
88	Mezzanine Concrete F/R/P	5d	1/14/2027	1/20/2027
89	**EXTERIORS**	**130d**	**11/16/2026**	**5/20/2027**



CROSSLAND CONSTRUCTION COMPANY, INC.

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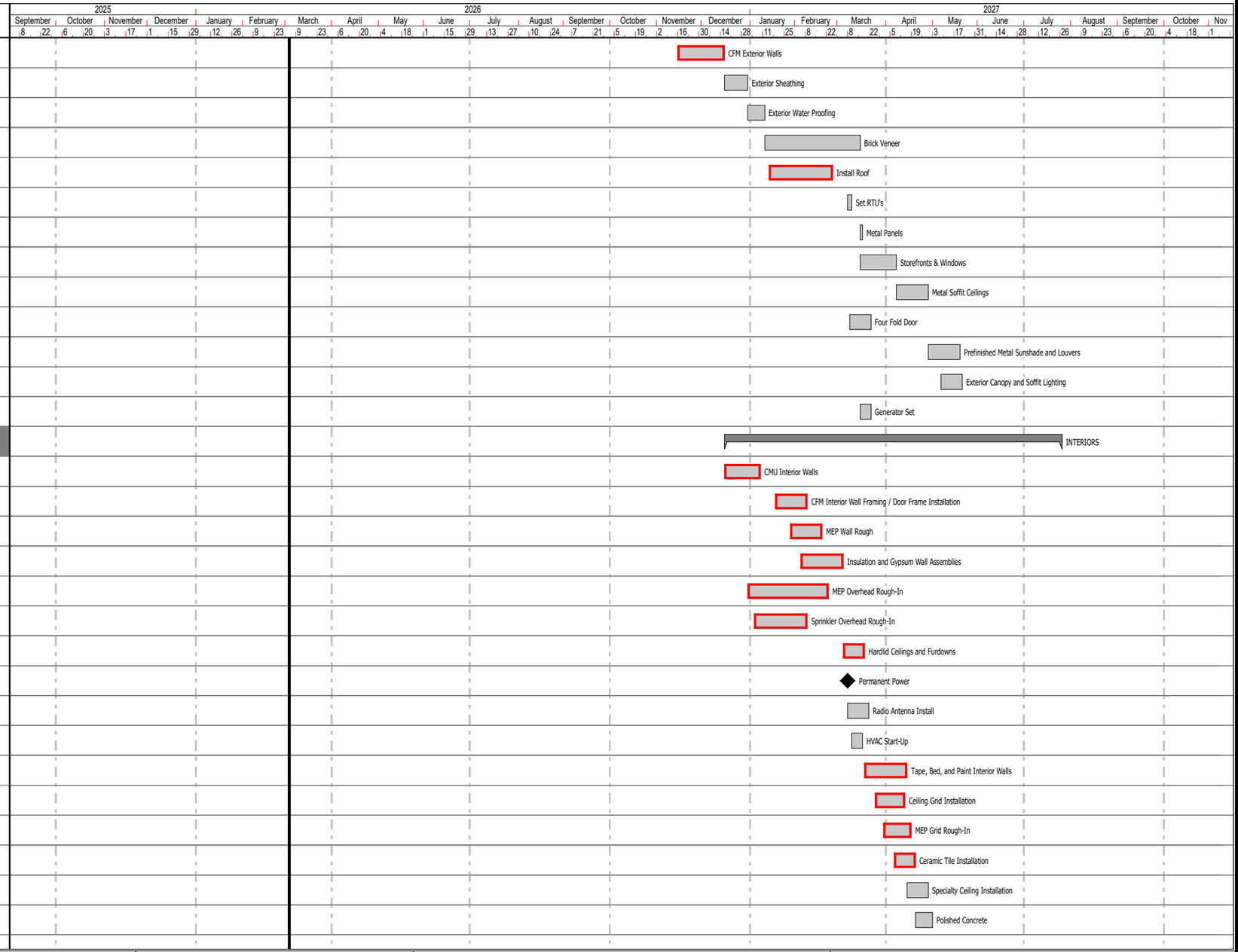
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Filter: None

Line	Name	Duration	Start	Finish
90	CFM Exterior Walls	20d	11/16/2026	12/15/2026
91	Exterior Sheathing	10d	12/16/2026	12/30/2026
92	Exterior Water Proofing	7d	12/31/2026	1/11/2027
93	Brick Veneer	45d	1/12/2027	3/15/2027
94	Install Roof	30d	1/14/2027	2/24/2027
95	Set RTU's	2d	3/8/2027	3/9/2027
96	Metal Panels	1d	3/16/2027	3/16/2027
97	Storefronts & Windows	17d	3/16/2027	4/7/2027
98	Metal Soffit Ceilings	15d	4/8/2027	4/28/2027
99	Four Fold Door	10d	3/9/2027	3/22/2027
100	Prefinished Metal Sunshade and Louvers	15d	4/29/2027	5/19/2027
101	Exterior Canopy and Soffit Lighting	10d	5/7/2027	5/20/2027
102	Generator Set	5d	3/16/2027	3/22/2027
103	**INTERIORS**	**155d**	**12/16/2026**	**7/26/2027**
104	CMU Interior Walls	15d	12/16/2026	1/7/2027
105	CFM Interior Wall Framing / Door Frame Installation	15d	1/19/2027	2/8/2027
106	MEP Wall Rough	15d	1/28/2027	2/17/2027
107	Insulation and Gypsum Wall Assemblies	20d	2/4/2027	3/3/2027
108	MEP Overhead Rough-In	37d	12/31/2026	2/22/2027
109	Sprinkler Overhead Rough-In	25d	1/5/2027	2/8/2027
110	Hardlid Ceilings and Furdowns	10d	3/4/2027	3/17/2027
111	Permanent Power		3/8/2027	3/8/2027
112	Radio Antenna Install	10d	3/8/2027	3/19/2027
113	HVAC Start-Up	5d	3/10/2027	3/16/2027
114	Tape, Bed, and Paint Interior Walls	20d	3/18/2027	4/14/2027
115	Ceiling Grid Installation	14d	3/25/2027	4/13/2027
116	MEP Grid Rough-In	13d	3/31/2027	4/16/2027
117	Ceramic Tile Installation	10d	4/7/2027	4/20/2027
118	Specialty Ceiling Installation	10d	4/15/2027	4/28/2027
119	Polished Concrete	8d	4/21/2027	4/30/2027



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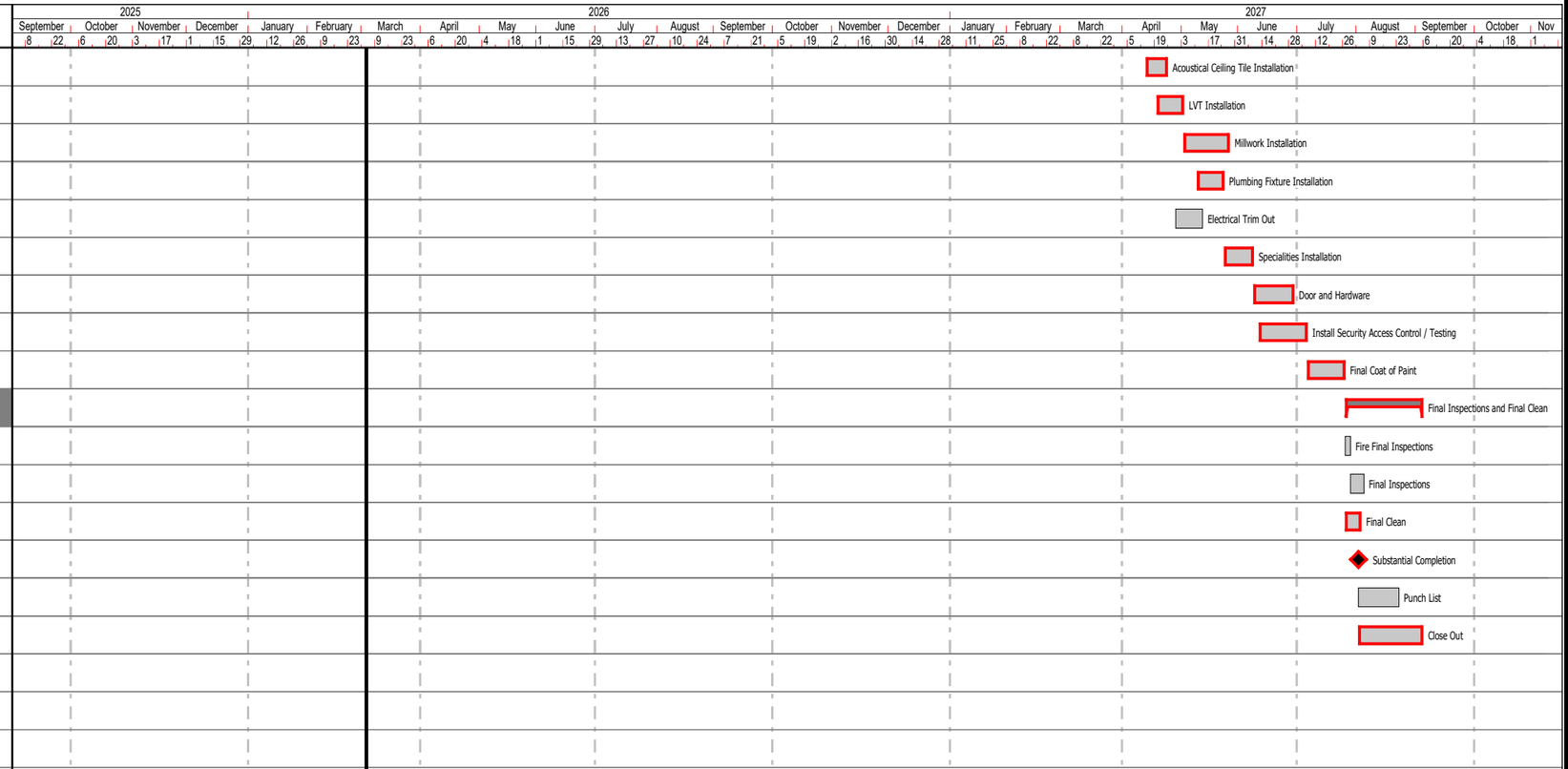
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Line	Name	Duration	Start	Finish
120	Acoustical Ceiling Tile Installation	8d	4/14/2027	4/23/2027
121	LVT Installation	10d	4/20/2027	5/3/2027
122	Millwork Installation	17d	5/4/2027	5/26/2027
123	Plumbing Fixture Installation	10d	5/11/2027	5/24/2027
124	Electrical Trim Out	10d	4/29/2027	5/12/2027
125	Specialities Installation	10d	5/25/2027	6/8/2027
126	Door and Hardware	15d	6/9/2027	6/29/2027
127	Install Security Access Control / Testing	17d	6/11/2027	7/6/2027
128	Final Coat of Paint	14d	7/7/2027	7/26/2027
129	**Final Inspections and Final Clean**	**29d**	**7/27/2027**	**9/3/2027**
130	Fire Final Inspections	2d	7/27/2027	7/28/2027
131	Final Inspections	5d	7/29/2027	8/4/2027
132	Final Clean	6d	7/27/2027	8/3/2027
133	Substantial Completion		8/3/2027	8/3/2027
134	Punch List	15d	8/3/2027	8/23/2027
135	Close Out	24d	8/3/2027	9/3/2027



Milestone Appearances
Diamond

CROSSLAND CONSTRUCTION COMPANY, INC.

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EXHIBIT A.4

Drawing & Specification Log

Scope of work consists of the Construction of the New Fire Station in accordance with the Drawings and Specifications included in this exhibit.

INDEX OF DRAWINGS

GENERAL INFORMATION

G-000 COVER (THIS SHEET)
G-001 GENERAL REQUIREMENTS
G-100 SITE CODE ANALYSIS
G-101 CODE SUMMARY FIRE EXITING AND SEPARATION
G-104 STORM SHELTER CODE ANALYSIS
G-501 UL ASSEMBLIES

CIVIL

C-0.0 COVER SHEET
C-0.1 REPLAT
SP-1 OVERALL SITE PLAN
SP-2 DETAILED SITE PLAN
C-1.0 GENERAL NOTES
C-2.0 DEMOLITION PLAN
C-2.1 CANYON FALLS DR. SIDEWALK DEMOLITION PLAN
C-3.0 DIMENSIONAL CONTROL & PAVING PLAN
C-3.1 CANYON FALLS DR. SIDEWALK DIMENSION & PAVING PLAN
C-3.2 DENTON CREEK BLVD. SIDEWALK DIMENSION & PAVING PLAN
C-3.3 PAVING SECTIONS
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C-4.1 SIGNAGE & STRIPING DETAILS
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C-4.4 FLASHING EMERGENC BEACON DETAILS
C-5.0 GRADING PLAN
C-5.1 GRADING DETAIL SECTIONS
C-5.2 CANYON FALLS SIDEWALK EXTENSION
C-5.3 DENTON CREEK BLVD. SIDEWALK EXTENSION
C-6.0 EXISTING DRAINAGE AREA MAP
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C-7.1 ROOF DRAIN PLAN
C-7.2 STORM PROFILES
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AS-202 SITE DETAILS
AS-203 SITE DETAILS
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A-102 FLOOR PLAN - MEZZANINE
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A-104 ENLARGED PLANS
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A-512 EXTERIOR DETAILS - SECTION DETAILS
A-513 EXTERIOR DETAILS - SECTIONS
A-514 EXTERIOR DETAILS - SECTIONS
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A-521 EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS
A-522 EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS
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MEP-102 MEP ROOF PLAN
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M-300 HVAC DETAILS
M-400 HVAC SCHEDULES
M-401 HVAC SCHEDULES
M-500 HVAC CONTROL DIAGRAMS

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E-111 1ST FLOOR PLAN - LIGHTING
E-300 ELECTRICAL RISER DIAGRAM AND DETAILS
E-400 ELECTRICAL SCHEDULES

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ESS-101 ENLARGED SITE PLAN - SECURITY & IT
ES-101 FLOOR PLAN - LEVEL 1 - SECURITY
ES-102 FLOOR PLAN - MEZZANINE - SECURITY
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ES-104 SECURITY DETAILS
ES-161 REFLECTED CEILING PLAN - LEVEL 1 - SECURITY
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IT-104 IT DETAILS
IT-161 REFLECTED CEILING PLAN - LEVEL 1 - IT
AV-101 FLOOR PLAN - LEVEL 1 - AV
AV-103 AV DETAILS
AV-161 REFLECTED CEILING PLAN - LEVEL 1 - AV
AL-101 FLOOR PLAN - LEVEL 1 - ALTERING SYSTEMS
AL-161 REFLECTED CEILING PLAN - LEVEL 1 - ALERTING SYSTEMS

March 12, 2026

Addendum No. 1

Project:	Flower Mound Fire Station No. 6
Address:	6801 Canyon falls Dr Argyle, TX 76226
Client:	Town of Flower Mound
Architect:	Martinez Architects



martinez
ARCHITECTS

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and/or prior Addenda as noted below. All conditions, requirements, materials and workmanship shall be satisfied as described in the Contract Documents unless specifically stated otherwise. This Addendum consists of the attached contract documents, specifications, and drawings as listed and described below, dated March 12, 2026.

Revisions to Civil Construction Documents:

1. **C-4.1 SIGNAGE & STRIPING DETAILS**
   a. **UPDATE** flasher specs
2. **C-4.3 FLASHING EMERGENCY BEACON PLAN**
   a. **UPDATE** design based on city spec requirements
3. **C-4.4 FLASHING EMERGENCY BEACON DETAILS**
   a. **UPDATE** design based on city spec requirements
4. **C-4.5 – FLASHING EMERGENCY BEACON DETAILS**
   a. **REMOVE** sheet
5. **C-9.0 UTILITY PLAN**
   a. 16” re-use waterline shown for reference only, design by others

Revisions to Architectural Construction Documents:

1. **A-161 - REFLECTED CEILING PLANS**
   a. **Community Room – 182 & 179:**
      i. **ADD** furdown to conceal ductwork
      ii. **REDUCE** size of perimeter walls around baffles
      iii. **MODIFY** extent of “CLG-3”
      iv. **REMOVE** one row of baffles
      v. **RELOCATE** linear light fixtures
   b. **Screened/ Covered Patio:**
      i. **MODIFY** location of light fixtures and fan.
2. **A-191 - ROOF PLAN**
   a. **ADD** section detail for clarity
3. **A-302 - BUILDING SECTIONS**
   a. Section “B2”: **ADD** callout “B4/A-563” for clarity
   b. Section “E2”: **REMOVE** detail callout
4. **A-314 - WALL SECTIONS**
   a. Section “A3”: **MODIFY** detail
5. **A-315 - WALL SECTIONS**
   a. Section “A2”: **MODIFY** detail
6. **A-316 - WALL SECTIONS**
   a. Section “A1”: **MODIFY** callout number
7. **A-512 - EXTERIOR DETAILS - SECTION DETAILS**
   a. Section “A2” & “C2”: **CLEAN UP** detailing

8. A-513 - EXTERIOR DETAILS – SECTIONS
a. Section “A4”: **CLEAN UP** detailing
b. Section “A5”: **MODIFY** detail

9. A-514 - EXTERIOR DETAILS – SECTIONS
a. Section “D2”: **MODIFY** detail

10. A-552 - INTERIOR DETAILS - MILLWORK DETAILS
a. Type “B10”: **REMOVE** word “drawer”

11. A-563 - INTERIOR DETAILS - MISCELLANEOUS DETAILS
a. **Section “B4”:**
   i. **ADD** furdown to conceal ductwork
   ii. **REDUCE** size of perimeter walls around baffles
   iii. **MODIFY** extent of “CLG-3”
   iv. **REMOVE** one row of baffles
   v. **RELOCATE** linear light fixtures

Revisions to Structural Construction Documents:

1. S-101 - SITE FOUNDATION PLANS
a. **MODIFY** 3/S-101 shortened sign foundation to terminate at sign edges

2. S-102 - SITE FOUNDATION DETAILS
b. **UPDATED** 4/S-102 to include T.O. Wall See Arch’l Level

3. S-210 - FOUNDATION PLAN
a. **UPDATE** foundation for exterior concrete pad plan southwest
b. **ADD** commentary for canopy foundation piers that were missing previously
c. **ADD** TOC elevation and detail callout added to elevated pad plan west
d. **ADD** view of non-structural CMU in apparatus bays
e. **UPDATE** apparatus bay column pilaster sizes
f. **REMOVE** three grade beams plan east
g. **ADD** section for widened thickened slab detail below non-structural CMU plan east
h. **ADD** section at grade beams to structural CMU
i. **ADD** dimension control lines for foundation from gridlines
j. **REMOVE** pier at E-9 grid intersection
k. **ADD** grade beam section previously missing on plan

2. S-211 - ENLARGED STORM SHELTER FOUNDATION & FRAMING PLANS
a. **ADD** dimension control lines at foundation
b. **ADD** bracing dashed lines at framing plan

3. S-220 - LOW ROOF FRAMING PLAN
a. **ADD** deck edge dimension plan west
b. **ADD** TOS elevation marker plan southwest
c. **ADD** beam connection detail callout plan west
d. **ADD** new section plan northeast
e. **MODIFY** one joist to a beam near south of folding partition
f. **REMOVE** moment connection at W12x19 beam plan northeast
g. **ADD** beam connection detail callout plan northeast
h. **UPDATE** one HSS beam elevation on lower roof

4. S-230 - HIGH ROOF FRAMING PLAN
a. **UPDATE** three beam sizes at apparatus bay roof plan east

5. S-303 - TYPICAL CONCRETE SECTIONS & DETAILS
a. **UPDATE** 8/S-303 detail title

6. **S-304 - TYPICAL CONCRETE SECTIONS & DETAILS**
    a. **UPDATE** detail 2,2A grade beam dimension callout
    b. **ADD** two new sections

7. **S-305 - TYPICAL CONCRETE SECTIONS & DETAILS**
    a. **UPDATE** 1/S-305
    b. **ADD** new section

8. **S-311 - CONCRETE SECTIONS & SECTIONS**
    a. **ADD** TO Pier Level

9. **S-502 - TYPICAL STEEL SECTIONS & DETAILS**
    a. **MODIFY** 6/S-502 connection annotation
    b. **ADD** typical offset moment connection details

10. **S-507 - STEEL SECTION & DETAILS**
    a. **UPDATE** sections 7, 8, 9

11. **S-508 - STEEL SECTIONS & DETAILS**
    a. **MODIFY** 1/S-507 to include channel framing
    b. **UPDATE** sections 2, 3, 5, 6 w/ see plan dimensions

12. **S-509 - STEEL SECTIONS & DETAILS**
    a. **ADD** connection detail callout on 3/S-509
    b. **UPDATE** plate thickness at details 8 & 10.

13. **S-510 - STEEL SECTIONS & DETAILS**
    a. **UPDATE** 2/S-510 see plan dimensions
    b. **REMOVE** HSS between joists on 2/S-510

14. **S-512 - STEEL SECTIONS & DETAILS**
    a. **UPDATE** sections 1 & 2 to include interior ledge angle

15. **S-513 - STEEL SECTIONS & DETAILS**
    a. **UPDATE** sections 3 & 4 to include interior ledge angle

16. **S-602 - STEEL BRACE ELEVATIONS**
    a. **ADD** channel framing & annotations at 6/S-602

Revisions to Mechanical Construction Documents:

1. **MEP-102 - MEP ROOF PLAN**
    a. **RELOCATE** EF-3 and EF-10

2. **M-101 - 1ST FLOOR PLAN -HVAC**
    a. **RELOCATE** EF-3 and EF-10. Extend ductwork as required.
    b. **ADD** Air Filtration units.
    c. **ADJUST** air balance in Fitness 159.
    d. **MODIFY** duct size in Fitness 159.

Revisions to Electrical Construction Documents:

1. **E-101 - 1ST FLOOR PLAN -POWER**
    a. **ADD** power connections to air filtration units apparatus bays 152.
    b. **ADD** floor power in Community Training Room 182 & 179.
    c. **REMOVE** power to operable partition in Community Training Room 182.
    d. DETAIL 2 - **REVISE** panel locations in Elec 114.
    e. DETAIL 3 - **ADD** door controller and air filtration controllers on mezzanine.

2. **E-111 - 1ST FLOOR PLAN -LIGHTING**
    a. **RELOCATE** light fixtures at “Screened/covered Patio”
    b. **MODIFY** light fixture types in “PPE Storage – 157” & “Gear Utility – 158”

3. **E-300 - ELECTRICAL RISER DIAGRAM AND DETAILS**
    a. **REVISE** riser diagram at Panels LA and LA2.

4. **E-400 - ELECTRICAL SCHEDULES**
    a. **REVISE** Panels LDP, LA and LA2

Revisions to Plumbing Construction Documents:

1. **P-100 - UNDERFLOOR PLAN -PLUMBING**
    a. **ADD** callout for FS-1 at stub ups in Kitchen Island and Airlock 111.

2. **P-101 - 1ST FLOOR PLAN -PLUMBING**
    a. **REVISE** condensate drain at Hallway 176.

3. **P-200 - ENLARGED PLANS -PLUMBING**
    a. DETAIL 6 – REMOVE hot water connection to plunge pool.
    b. DETAIL 7 – ADD callout for FS-1.
    c. DETAIL 8 – REMOVE condensate drain from Jan 178.

Attachments:

1. C-4.1 SIGNAGE & STRIPING DETAILS
2. C-4.3 FLASHING EMERGENCY BEACON PLAN
3. C-4.4 FLASHING EMERGENCY BEACON DETAILS
4. C-4.5 – FLASHING EMERGENCY BEACON DETAILS
5. C-9.0 UTILITY PLAN

6. A-161 - REFLECTED CEILING PLANS
7. A-191 - ROOF PLAN
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25. S-305 - TYPICAL CONCRETE SECTIONS & DETAILS
26. S-311 - CONCRETE SECTIONS & SECTIONS
27. S-502 - TYPICAL STEEL SECTIONS & DETAILS
28. S-507 - STEEL SECTION & DETAILS
29. S-508 - STEEL SECTIONS & DETAILS
30. S-509 - STEEL SECTIONS & DETAILS
31. S-510 - STEEL SECTIONS & DETAILS
32. S-512 - STEEL SECTIONS & DETAILS
33. S-513 - STEEL SECTIONS & DETAILS
34. S-602 - STEEL BRACE ELEVATIONS

35. MEP-102 - MEP ROOF PLAN
36. M-101 - 1ST FLOOR PLAN -HVAC

37. E-101 - 1ST FLOOR PLAN -POWER
38. E-111 - 1ST FLOOR PLAN -LIGHTING
39. E-300 - ELECTRICAL RISER DIAGRAM AND DETAILS
40. E-400 - ELECTRICAL SCHEDULES

41. P-100 - UNDERFLOOR PLAN -PLUMBING
42. P-101 - 1ST FLOOR PLAN -PLUMBING
43. P-200 - ENLARGED PLANS -PLUMBING

March 23, 2026

Addendum No. 2

Project:	Flower Mound Fire Station No. 6
Address:	6801 Canyon falls Dr Argyle, TX 76226
Client:	Town of Flower Mound
Architect:	Martinez Architects



martinez
ARCHITECTS

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and/or prior Addenda as noted below. All conditions, requirements, materials and workmanship shall be satisfied as described in the Contract Documents unless specifically stated otherwise. This Addendum consists of the attached contract documents, specifications, and drawings as listed and described below, dated March 23, 2026.

Revisions to Project Manual:

1. **32 31 00 – Decorative Metal Fences and Gates**
   a. **ADD** Specification in its entirety.

Revisions to Civil Construction Documents:

1. **SP-2 – DETAILED SITE PLAN**
   a. Sidewalk and bench location added, pond electrical equipment location changed.
2. **C-3.0 – DIMENSIONAL CONTROL & PAVING PLAN**
   a. Sidewalk and bench location added, pond electrical equipment location changed.
3. **C-5.0 – GRADING PLAN**
   a. Sidewalk and bench location added, pond electrical equipment location changed.
4. **C-8.0 – DETENTION POND PLAN**
   a. Pond equipment location changed.
5. **C-9.0 – UTILITY PLAN**
   a. Proposed electrical run alignment changed to new equipment location, design by others.

Revisions to Landscape Construction Documents:

1. **TD-1 - TREE SURVEY**
   a. **ADD** sidewalk & bench near retention pond
2. **LP-1 - LANDSCAPE PLAN**
   a. **ADD** sidewalk & bench near retention pond
   b. **MODIFY** landscape to accommodate new sidewalk
   c. **ADD** sod & irrigation between sidewalks and back of curb at street along Denton Creek Blvd and Canyon Falls Dr
3. **LP-2 - LANDSCAPE PLAN**
   a. **ADD** sod & irrigation between sidewalks and back of curb at street along Denton Creek Blvd and Canyon Falls Dr
   b. **MODIFY** landscape to accommodate new sidewalk
4. **LP-4 - LANDSCAPE PLAN**
   a. **ADD** sidewalk & bench near retention pond
   b. **MODIFY** landscape to accommodate new sidewalk
   c. **ADD** landscape screen to pond equipment
5. **LI-1 - IRRIGATION PLAN**
   a. **ADD** sod & irrigation between sidewalks and back of curb at street along Denton Creek Blvd and Canyon Falls Dr
   b. **ADD** irrigation at new sidewalk

6. **LI-2 - IRRIGATION PLAN**
   a. **ADD** sod & irrigation between sidewalks and back of curb at street along Denton Creek Blvd and Canyon Falls Dr

7. **LI-4 - IRRIGATION SPECIFICATIONS**
   a. **MODIFY** Critical Analysis & Legend

Revisions to Architectural Construction Documents:

1. **AS-100 – OVERALL SITE PLAN**
   a. **ADD** sidewalk & bench near retention pond

2. **AS-101 – ENLARGED SITE PLAN**
   a. **ADD** sidewalk & bench near retention pond

3. **AS-201 - SITE DETAILS**
   a. Detail “C4”: **MATCH** requirements of “Fortress Fence – V2”
   b. Detail “C2”: **MODIFY** roof insulation R value

4. **AS-203 - SITE DETAILS**
   a. Detail “C1”: **MODIFY** content of signage graphic

5. **A-102 - FLOOR PLAN – MEZZANINE**
   a. **MODIFY** general note “I”

6. **A-103 - ENLARGED PLANS**
   a. **MODIFY** general note “I”

7. **A-104 - ENLARGED PLANS**
   a. **MODIFY** general note “I”

8. **A-111B - EQUIPMENT FLOOR PLAN -AREA B**
   b. **MODIFY** quantity of benches

9. **A-151 - FLOOR FINISH PLAN -LEVEL 1**
   a. **REMOVE** unused “RF-2” from finish schedule

10. **A-161 - REFLECTED CEILING PLANS**
    a. **ADD** general note “G”

11. **A-221 - INTERIOR ELEVATIONS**
    a. **MODIFY** keynote “242”
    b. **REMOVE** unused “RF-2” from finish schedule

12. **A-222 - INTERIOR ELEVATIONS**
    a. **MODIFY** keynote “242”
    b. **REMOVE** unused “RF-2” from finish schedule

13. **A-223 - INTERIOR ELEVATIONS**
    a. **REMOVE** unused “RF-2” from finish schedule

14. **A-224 - INTERIOR ELEVATIONS**
    a. **MODIFY** keynote “242”

b. **REMOVE** unused “RF-2” from finish schedule

15. A-225 - INTERIOR ELEVATIONS
a. **MODIFY** keynote “242”
b. **REMOVE** unused “RF-2” from finish schedule

16. A-226 - INTERIOR ELEVATIONS
a. **REMOVE** unused “RF-2” from finish schedule

17. A-227 - INTERIOR ELEVATIONS
a. **MODIFY** keynote “242”
b. **REMOVE** unused “RF-2” from finish schedule

18. A-228 - INTERIOR ELEVATIONS
a. **REMOVE** unused “RF-2” from finish schedule

14. A-311 - WALL SECTIONS
a. **MODIFY** R value of rigid insulation at roofs

15. A-312 - WALL SECTIONS
a. **MODIFY** R value of rigid insulation at roofs

16. A-313 - WALL SECTIONS
a. **MODIFY** R value of rigid insulation at roofs

17. A-314 - WALL SECTIONS
a. **MODIFY** R value of rigid insulation at roofs

18. A-315 - WALL SECTIONS
a. **MODIFY** R value of rigid insulation at roofs

19. A-316 - WALL SECTIONS
a. **MODIFY** R value of rigid insulation at roofs

20. A-317 - WALL SECTIONS
a. **MODIFY** R value of rigid insulation at roofs

21. A-511 - EXTERIOR DETAILS - SECTION DETAILS
a. **MODIFY** R value of rigid insulation at roofs
b. **MODIFY** construction at fascia

22. A-512 - EXTERIOR DETAILS - SECTION DETAILS
a. **MODIFY** R value of rigid insulation at roofs
b. **MODIFY** construction at fascia

23. A-513 - EXTERIOR DETAILS – SECTIONS
a. **MODIFY** R value of rigid insulation at roofs
b. **MODIFY** construction at fascia

24. A-514 - EXTERIOR DETAILS – SECTIONS
a. **MODIFY** R value of rigid insulation at roofs
b. **MODIFY** construction at fascia

Revisions to Structural Construction Documents:

1. **S-210 – FOUNDATION PLAN**
   a. **ADD** masonry control joints at Apparatus Bay walls

2. **S-220 – LOW ROOF FRAMING PLAN**
   a. **UPDATE** HSS two sizes northeast low roof
   b. **UPDATE** Perimeter and Cantilever members
   c. **UPDATE** deck edge dimensions

3. **S-230 – HIGH ROOF FRAMING PLAN**
   a. **ADD** deck edge dimensions
   b. **UPDATE** Perimeter and Cantilever members
   c. **UPDATE** east high roof west perimeter section to 12/S-510
   d. **UPDATE** Perimeter and Cantilever members
   e. **UPDATE** deck edge dimensions

4. **S-401 – TYPICAL MASONRY SECTIONS & DETAILS**
   a. **UPDATE** 2/S-401 CMU Reinforcing Schedule
   b. **UPDATE** 6/S-401

5. **S-422 – MASONRY WALL ELEVATIONS**
   a. **UPDATE** CMU elevations to show control joints

6. **S-502 – TYPICAL STEEL SECTIONS & DETAILS**
   a. **UPDATE** annotations on 5/S-502

7. **S-504 – TYPICAL STEEL SECTION & DETAILS**
   a. **UPDATE** annotations on 12/S-504

8. **S-508 – STEEL SECTION & DETAILS**
   a. **UPDATE** 2, 3, 4, 5, 6, 7, 8/S-508

9. **S-509 – STEEL SECTION & DETAILS**
   a. **UPDATE** 8, 10/S-509

10. **S-510 – STEEL SECTION & DETAILS**
    a. **UPDATE** 2/S-510
    b. **UPDATE** 10, 12/S-510

11. **S-511 – STEEL SECTION & DETAILS**
    a. **UPDATE** 1/S-511
    b. **UPDATE** 3/S-511

12. **S-512 – STEEL SECTION & DETAILS**
    a. **UPDATE** details, 3, 5, 7, 8/S-512

Revisions to MEP Construction Documents:

1. **E-101 - 1ST FLOOR PLAN -POWER**
   a. **REVISE** (6) receptacles in Apparatus Bays 152 to be GFI type mounted 48” aff.

2. **E-400 - ELECTRICAL SCHEDULES**
   a. **REVISE** Panel LA2 circuits 1-14,16 (15 total circuits) to be GFCI circuit breakers (Apparatus Bay 20A and 30A cord reels).

Revisions to Technology Construction Documents:

1. **ES-000 - SECURITY, IT & AV SYMBOLS & NOTES**
   a. **REVISE** Alerting System Symbols legend
2. **IT-101 - FLOOR PLAN - LEVEL 1 - IT**
   a. **ADDE** data for Alerting System devices
3. **AL-101 - FLOOR PLAN - LEVEL 1 - ALERTING SYSTEMS**
   a. **REVISE** Alerting System design
4. **AL-161 - REFLECTED CEILING PLAN - LEVEL 1 - ALERTING SYSTEMS**
   a. **REVISE** Alerting System design

Request for Information Log:

1. See attachment

Attachments:

1. 32 31 00 – Decorative Metal Fences and Gates

2. SP-2 - DETAILED SITE PLAN
3. C-3.0 - DIMENSIONAL CONTR & PAVING PLAN
4. C-5.0 - GRADING PLAN
5. C-8.0 - DETENTION POND PLAN
6. C-9.0 - UTILITY PLAN

7. TD-1 - TREE SURVEY
8. TD-2 - TREE SURVEY DETAILS & SPECIFICATIONS (for reference)
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DOCUMENT 00 01 10

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22 05 18 ..... Escutcheons for Plumbing Piping
22 05 23.12..... Ball Valves for Plumbing Piping
22 05 23.14..... Check Valves for Plumbing Piping
22 05 23.15..... Gate Valves for Plumbing Piping
22 05 29 ..... Hangers and Supports for Plumbing Piping and Equipment
22 05 53 ..... Identification for Plumbing Piping and Equipment
22 07 19 ..... Plumbing Piping Insulation
22 11 13 ..... Facility Water Distribution Piping
22 11 16 ..... Domestic Water Piping
22 11 19 ..... Domestic Water Piping Specialties
22 13 13 ..... Facility Sanitary Sewers
22 13 16 ..... Sanitary Waste and Vent Piping
22 13 19 ..... Sanitary Waste Piping Specialties
22 34 00 ..... Fuel-Fired, Domestic-Water Heaters

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23 05 13 ..... Common Motor Requirements for HVAC Equipment
23 05 18 ..... Escutcheons for HVAC Piping
23 05 29 ..... Hangers and Support for Piping and Equipment HVAC
23 05 53 ..... Identification of HVAC Piping and Equipment
23 05 93 ..... Testing, Adjusting, and Balancing for HVAC
23 07 13 ..... Duct Insulation
23 08 00 ..... HVAC and Plumbing Commissioning Requirements
23 11 23 ..... Facility Natural-Gas Piping
23 23 00 ..... Refrigerant Piping
23 31 13 ..... Metal Ducts
23 33 00 ..... Air Duct Accessories
23 33 46 ..... Flexible Ducts

23 34 23 ..... HVAC Power Ventilators
23 34 39 .....High-Volume, Low-Speed Fans
23 35 33 ..... Listed Kitchen Ventilation System Exhaust Ducts
23 37 13.13.....Air Diffusers
23 37 13.23..... Registers and Grilles
23 38 13 .....Commercial-Kitchen Hoods
23 51 23 ..... Gas Vents
23 74 12 .....Packaged DX Rooftop Units
23 81 26 ..... Split System Air-Conditioners

DIVISION 26 - ELECTRICAL

26 05 19 .....Low-Voltage Electrical Power Conductors and Cables
26 05 26 .....Grounding and Bonding for Electrical Systems
26 05 29 ..... Hangers and Supports for Electrical Systems
26 05 33 .....Raceway and Boxes for Electrical System
26 05 43 .....Underground Ducts and Raceways for Electrical Systems
26 05 44 ..... Sleeves and Sleeve Seals for Electrical Raceways and Cabling
26 05 53 .....Identification for Electrical Systems
26 05 72 ..... Over Current Protective Device Short-Circuit Studies
26 05 73 .....Over Current Protective Coordination Studies
26 05 73.19..... Arc-Flash Hazard Analysis
26 09 13 .....Electrical Power Monitoring
26 09 23 .....Lighting Control Devices
26 24 16 ..... Panelboards
26 27 26 .....Wiring Devices
26 28 13 .....Fuses
26 28 16 .....Enclosed Switches and Circuit Breakers
26 32 13.14.....Diesel-Engine-Driven Generator Sets
26 33 23.11..... Central Battery Equipment for Emergency Lighting
26 36 00 .....Transfer Switches
26 41 13 .....Lightning Protection for Structures
26 43 13 .....Surge Protection for Low-Voltage Electrical Power Circuits
26 51 15 ..... Ceiling Fans
26 51 19 .....Led Interior Lighting
26 56 13 .....Lighting Poles and Standards
26 56 19 .....Led Exterior Lighting

DIVISION 27 - COMMUNICATIONS

27 05 00 .....Common Work for Communication Systems
27 05 26 ..... Technology Grounding Systems
27 05 28 .....Pathways for Communication Systems
27 10 00 ..... Structured Cabling Systems
27 15 01.11..... Conductors and Cables for Electronic Security
27 41 16 .....Integrated Audio-Video Systems and Equipment

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 05 00 .....Common Work for Electronic Safety and Security
28 10 00 .....Access Control Systems
28 20 00 ..... Video Surveillance System
28 46 21.11.....Addressable Fire-Alarm Systems

DIVISION 31 – EARTHWORK

31 23 00 .....Excavation and Embankment
31 23 23.53.....Cement Stabilized Sand Backfill
31 23 33 .....Excavating Trenching and Backfilling
31 31 16 .....Termite Control
31 63 29 ..... Drilled Piers

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 16 ..... Subgrade Preparation and Compaction
32 11 29 ..... Lime Stabilization
32 11 29.02.....Rolling
32 13 00 ..... Site Concrete
32 13 13 .....Concrete Pavement
32 13 16.23..... Stamped Concrete Paving
32 16 13 ..... Concrete Curb and Gutter
32 16 13.01..... Concrete Sidewalk
32 17 23 .....Pavement Markings
32 31 11 .....Slide Gate Operator
32 31 19 ..... Ornamental Fencing and Gates
32 31 21 ..... Aluminum Louver Fences & Gate
32 35 13 ..... Perforated Aluminum Screens

DIVISION 33 – UTILITIES

33 11 00 ..... Water Utility Distribution
33 31 00 ..... Sanitary Utility Sewerage
33 41 00 ..... Storm Utility Drainage Piping

END OF TABLE OF CONTENTS
END OF 00 01 10

EXHIBIT A.5
Contractors Itemized Statement

These clarifications are agreed by the Owner and Contractor to define the use of this Exhibit under this Agreement:

A. The Contractor's Fee is included at 2.5% of the GMP Amendment, the Contractor's Fee shall increase only through Approved Change Order that increased GMP total. Should there be savings at the end of the project the Contractor's Fee shall be reduced by the same rate.

B. The General Conditions/Requirements for Contractors staff and other requirements are to be considered lump sum unless approved by the owner to increase from either order change or contingency for overruns and extensions.

C. The Insurance rates for General liability, Builders Risk and other Contractors insurance considered lump sum unless approved by the owner to increase from either change order or contingency for overruns and extensions.

D. The Bond rates for Payment, Performance, Maintenance considered lump sum unless approved by the owner to increase from either change order or contingency for overruns and extensions.

E. If the Contractor self-performs any work onsite those costs shall be considered lump sum.

F. The preconstruction fee shall also be billed as a lump sum.

G. Throughout preconstruction efforts and after the RFP was issued; the project complexity has increased the overall budget which resulted in an increase of staff time for the project. See attached adjusted staffing plan for this GMP.

H. In the event of conflicts between the Contract Documents and this Exhibit; this Exhibit shall control.

STAFFING PLAN

Project: **Flower Mound Station#6**
Date: 4/1/26

CROSSLAND CONSTRUCTION COMPANY, INC.

											2025									2026								
SCHEDULE	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**			
Preconstruction	1	2	3	4	5	6	7	8	9																			
Notice to Proceed (NTP)										1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Close	15 Months		
Construction																												
Substantial Completion																												
Final Completion																										1 month		

											2025									2026							**TOTAL**	**TOTAL**	**WEEKLY RATE**
STAFFING	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**HOURS**	**COST**	
Precon Director ***(PRECON)***																										0.0	$ -	$ 4,725
Estimator ***(PRECON)***																										0.0	$ -	$ 2,787
Division Manager (Derek Kloer)																										0.0	$ -	$ 4,725
Project Executive										8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	130.0	$ 14,060	$ 4,327
																										0.0	$ -	$ 4,100
Project Manager										86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	1299.8	$ 127,663	$ 3,929
Assitant Project Manager										86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	86.7	1299.8	$ 90,545	$ 2,787
General Superintendent										8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	8.7	130.0	$ 14,060	$ 4,327
																										0.0	$ -	$ 2,602
																										0.0		
Superintendent										173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	2600.0	$ 255,370	$ 3,929
Assistant Super												173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3	173.3		2253.3	$ 156,972	$ 2,787
																										0.0	$ -	$ 2,787
																											$ -	$ -
																											$ -	$ -
																									TOTAL STAFFING		**7,713**	**$ 658,670**	

*Staff to be billed on a monthly basis to completion of job. Staff rates are considered to be lump sum unless increased due to delay outside of contractor control
*Original RFP indicated $12M project, with the expansion of scope staff has been increased accordingly to properly manage this project

EXHIBIT A.6

Insurance, Performance, Payment and Bonds

Insurance (GL Policy) **-INCLUDED**

Builders' Risk Policy

Performance, Payment Bonds

*Items listed above are to be provided within 10 days after GMP is approved. *

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Kansas City
11350 Switzer Rd
Suite 200
Overland Park KS 66210

CONTACT NAME: IMA Certificate Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: robin.harris@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : Hartford Insurance Company of the Southeast	38261
INSURER E : Arch Insurance Company	11150
INSURER F : Homeland Insurance Company of New York	34452

INSURED CROSCON-03
Crossland Construction Company, Inc.
PO Box 45
833 S. East Avenue
Columbus KS 66725

COVERAGES **CERTIFICATE NUMBER:** 1925877773 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			37CSEQU4351	4/30/2025	4/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 2,000,000 $ 15,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			37UENQU4352	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			37XSAE2817	4/30/2025	4/30/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		37WNQU4350	4/30/2025	4/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A E F	2nd Layer Excess Liability 3rd Layer Excess Liability Cyber Liability			1000588349251 UXP300009003 7200007290003	4/30/2025 4/30/2025 4/30/2025	4/30/2026 4/30/2026 4/30/2026	Ea Occur $15,000,000 Ea Occur $15,000,000 Aggregate	Agg $15,000,000 Agg $15,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Flower Mound Fire Station #6.
The Town of Flower Mound, its officers, officials, employees, boards and commissions and volunteers are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
A Waiver of Subrogation is provided in favor of The Town of Flower Mound, its officers, officials, employees, boards and commissions and volunteers on the General Liability, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER

The Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound TX 75028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda Vinson

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TOWN COUNCIL
AGENDA K.4.
REGULAR ITEM(S)

DATE: May 4, 2026
FROM: Claire Barnes, Senior Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD25-0008 – Lakeside Crossing Residence Inn) to amend Planned Development No. 153 (PD-153) with Campus Commercial uses for both residential and non-residential uses to allow for an extended stay hotel, and to include new concept plans and elevations for Lot 1, Block A, Lakeside Crossing, to modify development standards, including modifying standards for Lot 17X, Block B, Lakeside Crossing Town Homes, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway and between International Parkway and Northwood Drive. (PZ recommended denial by a vote of 6 to 0 at its February 9, 2026, meeting.) (Town Council tabled this item to May 4, 2026 by a vote of 4 to 1 at its April 20, 2026, meeting.) (*The applicant is requesting to table this item at the May 4th, 2026, meeting.*)**

BACKGROUND:

The applicant is requesting to postpone the consideration of this item due to scheduling conflicts.

- Lot Size – 2.51 acres (Lot 1, Block A of the Lakeside Crossing Addition)
- Proposed Building Size – 134-room, five-story hotel, approximately 99,240 square feet
- Existing and Proposed Zoning – Planned Development No. 153 with Campus Commercial uses.
- Exception/Modification Requests –

1. Use — To allow an Extended Stay Hotel by right on Lot 1 with additional development standards and modifications.
   - The maximum number of rooms is limited to 134 (54 rooms per acre). Town code limits the density to 40 rooms per acre. (This number was decreased from the 138 rooms that were requested when the project went to the Planning and Zoning Commission.)
   - The Porte-cochere standards are modified to allow for the required two car parking spaces to be parked front-to-back instead of side-to-side.
   - A requirement for the hotel rating to be equal to or greater than Smith Travel Research (STR) rating of “Upscale” is included. (This is a new standard that was proposed after the Planning and Zoning Commission hearing.)

2. Architecture standards – The applicant is requesting a meritorious design exception to allow the proposed hotel to complement buildings located within the adjacent Lakeside DFW development.
3. Parking – The applicant is proposing an alternate parking ratio and mixed-use, time-based shared parking percentages for a hotel.
4. Sign Standards – The applicant is requesting two blade signs (3’ x 21’-2 5/16”) on the north and east facades.
5. Lot 17X – The applicant is requesting to eliminate the requirement for a pedestrian connection through the pocket park, should the adjacent property owners want to incorporate some or all of this

open space into their lots. Otherwise, the lot would remain a pocket park and be maintained by the Property Owner's Association.

- SMARTGrowth – Passed, previously completed
- Traffic Analysis – Passed, previously completed
- Incentives – None requested
- Planning and Zoning Commission Staff Report and Attachments Link

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended denial by a vote of 6 to 0 at its February 9, 2026, meeting. The Town Council tabled this item to May 4, 2026, by a vote of 4 to 1 at its April 20, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

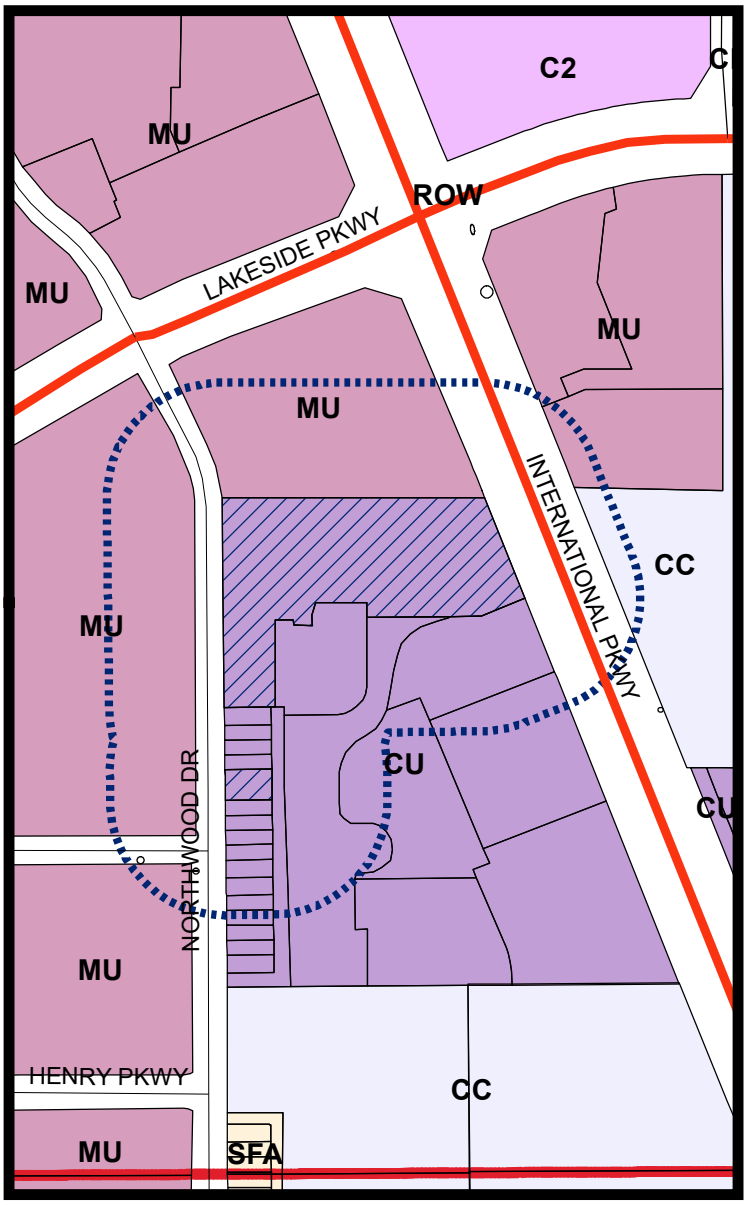
LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Zoning & Aerial Map
2. Letter of Intent
3. Updated Parking Study
4. DRAFT Ordinance
5. DRAFT Exhibits

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

Vicinity Map

ZPD25-0008: Lakeside Crossing Residence Inn



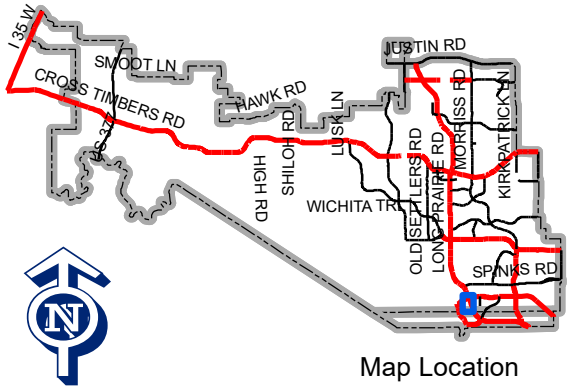


LEGEND

- Campus Commercial
- *Combined Uses-See Ordinance
- Commercial 2
- Mixed Use
- Single Family Attached

Subject Property

200 ft Notification Buffer around Property



Map Location

0 250 500 1,000 Feet

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.

REALTY CAPITAL

March 31, 2026

Planning Department
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Letter of Intent for PD Amendment to Ordinance No. 25-17 for the Lakeside Crossing Planned Development District NO. 153 (PD-153).

Flower Mound Planning Department,

Realty Capital Management LLC, on behalf of the owner of the subject property, is requesting an amendment to the Planned Development District No. 153 (PD-153), as amended, to allow for an extended stay hotel and its required infrastructure to be developed on the 2.51 acres of Lot 1, Block A. The vision behind this requested amendment is to provide an all-suite hotel option along International Parkway that links the DFW airport business and family travelers to uses in Lakeside Crossing and the adjacent Lakeside DFW. In addition, this use intends to take advantage of its proximity to the airport and major highway intersections of I-635, SH 121, and SH 114 adjacent to International Parkway to capitalize on travelers of all backgrounds.

The hotel flag secured for the site is a Residence Inn by Marriott, providing an upscale and amenity rich hospitality option with a world recognized brand standard. This hotel provides guests with an outdoor swimming pool, fitness room, outdoor patio and lounge area, guest laundry, complimentary breakfast area, hotel bar, lobby lounge, and 610 square feet of meeting space all within an award-winning mixed-use community. In addition to the amenities provided, guests will have walking access to miles of paved and natural trails while enjoying over forty different restaurant and retail options.

While the vision and purpose of this amendment is clear, there are thirteen (13) specific adjustments that would need to be made to the recorded Planned Development District for the extended stay hotel to be permitted as proposed. Below is a list of the anticipated changes to the currently approved Planned Development District, as amended:

i. § I.A.4.a. "Permitted Uses"

- Permit an exception to this provision only for Lot 1 to allow the proposed Extended Stay Hotel to have a higher room count than the Town of Flower Mound standard of 40 rooms per acre.

ii. § I.A.4.b. "Permitted Uses"

- New standard to the provision that only one hotel may be developed in PD-153.

iii. § I.A.4.c. "Permitted Uses"

- New Standard to the provision that only Lot 1 may be developed as an Extended Stay Hotel.

iv. § I.A.4.d. "Permitted Uses"

- Permit an exception to this provision to allow the proposed Extended Stay Hotel to have a slightly varied port-cochere design.

v. I.A.4.e. "Permitted Uses"

- Propose additional language to ensure the proposed Extended Stay Hotel or any other hotel to be developed is of a quality rating of Upscale or higher based on the industry standard Smith Travel Research rating.

vi. § I.H.1. "Non-Residential Architectural Standards"

- Permit an exception to this provision only for Lot 1 to allow the proposed building elevations.

vii. § I.H.5. "Non-Residential Architectural Standards"

- Permit an exception to this provision only for Lot 1 to allow the proposed accent colors to be consistent with the updated building elevations.

viii. § II.E. "Open Space Requirements"

- Removes the existing open space requirements in the townhome district to allow for the potential re-platting of lot 17x.

ix. § III.A.2. "Parking"

- Confirm applicability of Mixed-Use Parking Table to allow the proposed use of Lot 1.

x. § III.A.5. "Parking"

- Confirm the applicability of the parking supply, demand, and ratio calculation is consistent with the updated parking study.

xi. § III.D. "Signage"

- Permit the franchise branded blade signs on the east and northwest facades of the proposed building.

xii. Exhibit F "Architectural Imagery Package"

- Update the elevations for Lot 1 in the Planned Development.

xiii. Exhibit G "Blade Sign"

- Update the signage for Lot 1 in the Planned Development.

The intent for each of the above requests is as follows (referenced in the same order listed above):

i. To allow a density variance for the Extended Stay Hotel to build up to 134 rooms.

ii. To restrict PD-153 to only be allowed one hotel in the development.
iii. To ensure that only Lot 1 my be developed as an Extended Stay Hotel.
iv. To allow for the Extended Stay Hotel to be developed with a modified port-cochere that provides covered loading and unloading for two cars to be parked front to back.
v. To ensure the hotel developed on Lot 1 is of a Smith Travel Research rating of Upscale or higher.
vi. To allows this Extended Stay Hotel to have meritorious design that will match adjacent development's design elements which is limited to Lot 1.
vii. To allow the accent colors to match the meritorious design limited to Lot 1.
viii. To remove specific requirements for the townhome district that allows Lot 17x to be re-platted to adjacent townhome properties or to serve as a private park.
ix. To allow for the updated parking study table to be included in the PD which includes Lot 1 if developed as an Extended Stay Hotel with 134 rooms.
x. To allow for the updated parking study data to be accepted if Lot 1 is developed as an Extended Stay Hotel with 138 rooms.
xi. To allow for the brand sign for the Extended Stay Hotel flag to be utilized.
xii. To update the PD with the updated building elevations specific to Lot 1 if developed as an Extended Stay Hotel.
xiii. To update the PD with the updated brand signage specific to Lot 1 if developed as an Extended Stay Hotel.

Thank you for your consideration and please do not hesitate to contact us with any questions or concerns.

Sincerely,

By: REALTY CAPITAL MANAGEMENT, LLC



Nic Ready, Development Associate

Lakeside Crossing Parking Study



Jacob Birmelin
Development Partner
jbirmelin@realtycapital.com

Realty Capital

909 Lake Carolyn Pkwy, Suite 150
Irving, Texas 75309
RealtyCapital.com

Lakeside Crossing Parking Study

Summary of Findings

The Planned Development District of Lakeside Crossing (PD-153) (the "Site) should not operate at a parking deficiency upon the build-out of Lots 1, 2, and 3 if built as proposed and considered with the existing buildings and parking already constructed on Lots 4 and 5. The site is projected to experience a peak parking demand of 317 parking spaces at 9:00 A.M. on weekends. The proposed plans for Lots 1, 2, and 3, in addition to the existing buildings on Lots 4 and 5 produce a total count of 320 parking spaces. Therefore, the minimum parking surplus is projected to be 3 parking spaces during the Site's peak parking demand hour. This surplus of parking is anticipated to increase at all other times of the day for all seven days of the week.

Purpose

The Town of Flower Mound's (the "Town's") standard parking ratios and time of day percentages which are based on very broad use categories calculate that both the existing and planned number of parking spaces on the Site will not be sufficient to accommodate the Site's peak parking demand when the three proposed uses are developed and operational. This study primarily serves to (i) more precisely define the three proposed uses, (ii) more accurately predict the peak parking demand of those uses, and (iii) determine the total number of parking spaces the Site would need to sustain its peak parking demand. In addition, this study aims to accurately predict the ebbs and flows of the Site's parking demand and determine whether the planned and provided number of spaces is sufficient to sustain the day-to-day operations of the Site.

Background

Within the Site, there are 7 total developable lots. The three proposed uses are seeking either re-zoning approval or site plan approval from the Town and consist of a Residence Inn Hotel on Lot 1, a Marty B's Coffee Company (drive-through coffee shop) on Lot 2, and a Cachet Salons (salon suites) on Lot 3. Lots 1, 2, and 3 are currently undeveloped, while Lots 4 and 5 are developed and fully occupied as a mix of restaurant, retail, medical office, health, and amusement tenants. Lots 6 and 7 have no immediate plans to be developed.

Jacob Birmelin
Development Partner
jbirmelin@realtycapital.com

909 Lake Carolyn Pkwy, Suite 150
Irving, Texas 75309
RealtyCapital.com

Background (Continued)

Both Realty Capital and the Town's involved planning staff recognize that the three proposed uses may not be accurately represented by the Town's applicable parking ratios, use categories, and time of day percentages. As a result, the Town and Realty Capital have agreed that a more detailed parking analysis would be required to support pursuing the development of the three proposed uses.

Key Assumptions

- The Site operates under a shared parking agreement, with each lot's existing or proposed parking contributing to the entire development's parking count rather than to the individual lot.
- Lots 6 and 7 are zoned for two-story office buildings but have no immediate plans to be developed, and therefore it would be misleading to consider these uses and their proposed number of parking spaces in this study, as these proposed parking spaces would not be available to service consumers when the proposed uses on Lots 1, 2, and 3 are built-out and operational.
- Since Lots 4 and 5 are not part of the re-zoning application, the review of Lots 4 and 5's parking demand and updated time of day demand percentages have not been performed and are excluded from this study.

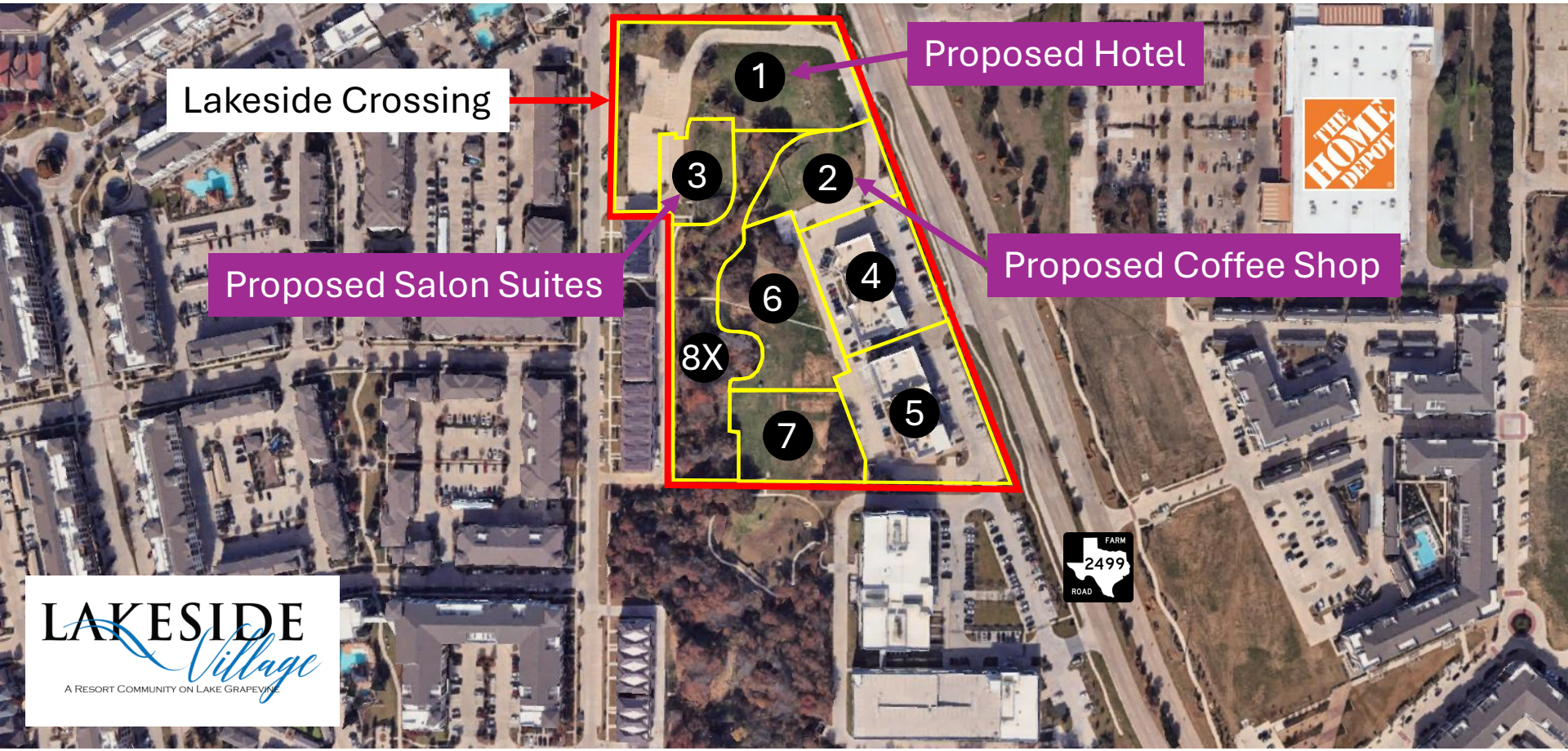
See Next Page for Site Map

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Lakeside Crossing Parking Study

Site Map



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Lakeside Crossing Parking Study

Town Required Parking Using Existing Broad Use Categories and Parking Ratios – Weekdays

Table 1

BLDG	USE	TENANT	SQFT	RATIO	Peak Parking Demand	Weekdays 12A-6A	6A-12P	12P-6P	6P-12A
1	Hotel	Residence Inn	66,301	1:1	134	94	94	94	134
2	Restaurant	Marty B's Coffee Co.	4,165	1:75	56	6	28	28	56
3	Retail (Ratio Only)	Cachet Salons	13,442	1:250	54	43	43	43	43
4	Medical Office	Smiles Family Dental	4,516	1:250	18	1	18	18	2
	Retail	Dominoes	1,384	1:250	6	0	3	3	5
	Health	Jesse James Fit Camp	5,672	1:250	23	1	12	12	21
	Restaurant	Tycoon	4,165	1:75	56	6	28	28	56
	Restaurant (Patio)	Tycoon	743	1:75	10	1	5	5	10
5	Medical Office	Texas Health	3,142	1:250	13	1	13	13	1
	Retail	UPS	1,354	1:250	5	0	3	3	5
	Restaurant	Smoothie King	1,280	1:75	17	2	9	9	17
	Restaurant	Capriottis	1,364	1:75	18	2	9	9	18
	Restaurant	Honey Bird	1,553	1:75	21	2	11	11	21
	Amusement and Recreation (Indoors)	Arcade 92	6,473	1:127	51	41	41	41	41
				Total Required:	482	200	317	317	430
				Total Provided:	320	320	320	320	320
				Surplus / (Deficiency):	(162)	120	3	3	(110)

Table 2

Time of Day Demand Percentages - Weekdays				
Use	12A-6A	6A-12P	12P-6P	6P-12A
Health	5%	50%	50%	90%
Hotel	70%	70%	70%	100%
Medical Office	5%	100%	100%	10%
Office	5%	100%	100%	10%
Restaurant	10%	50%	50%	100%
Retail	5%	50%	50%	90%

Table 1 illustrates the Site's parking capabilities relative to weekday parking demand as calculated by the Town's parking requirements. Between 6:00 P.M. and 12:00 A.M., the Site's parking demand is projected to exceed supply, resulting in a parking deficiency of 112 parking spaces. To calculate the peak parking demand for a particular use, the square footage of the building / tenant is divided by the parking ratio (i.e., Honey Bird's peak parking demand = 1,553sf / 75sf = 21 parking spaces). Then, to calculate the parking demand for a particular time of day, peak parking demand is multiplied by the corresponding time of day demand percentages in Table 2 (i.e., Honey Bird's parking demand at 12:00 A.M. = 21 * 100% = 21 parking spaces).

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Town Required Parking Using Existing Broad Use Categories and Parking Ratios – Weekends

Table 3

BLDG	USE	TENANT	SQFT	RATIO	Peak Parking Demand	Weekends 12A-6A	6A-12P	12P-6P	6P-12A
1	Hotel	Residence Inn	66,301	1:1	134	94	94	94	134
2	Restaurant	Marty B's Coffee Co.	4,165	1:75	56	6	56	56	56
3	Retail (Ratio Only)	Cachet Salons	13,442	1:250	54	43	43	43	43
4	Medical Office	Smiles Family Dental	4,516	1:250	18	1	2	2	1
	Retail	Dominoes	1,384	1:250	6	0	6	6	4
	Health	Jesse James Fit Camp	5,672	1:250	23	1	23	23	16
	Restaurant	Tycoon	4,165	1:75	56	6	56	56	56
	Restaurant (Patio)	Tycoon	743	1:75	10	1	10	10	10
5	Medical Office	Texas Health	3,142	1:250	13	1	1	1	1
	Retail	UPS	1,354	1:250	5	0	5	5	4
	Restaurant	Smoothie King	1,280	1:75	17	2	17	17	17
	Restaurant	Capriottis	1,364	1:75	18	2	18	18	18
	Restaurant	Honey Bird	1,553	1:75	21	2	21	21	21
	Amusement and Recreation (Indoors)	Arcade 92	6,473	1:127	51	41	41	41	41
				Total Required:	482	200	393	393	422
				Total Provided:	320	320	320	320	320
				Surplus / (Deficiency):	(162)	120	(73)	(73)	(102)

Table 4

Time of Day Demand Percentages - Weekends				
Use	12A-6A	6A-12P	12P-6P	6P-12A
Health	5%	100%	100%	70%
Hotel	70%	70%	70%	100%
Medical Office	5%	10%	10%	5%
Office	5%	10%	10%	5%
Restaurant	10%	100%	100%	100%
Retail	5%	100%	100%	70%

Table 3 illustrates the Site's parking capabilities relative to weekend parking demand as calculated by the Town's parking requirements. Between 6:00 P.M. and 12:00 A.M., the Site is calculated to be deficient 102 parking spaces.

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Review – Town of Flower Mound Parking Requirements

There are several potential ways to improve the accuracy of projecting the Site's parking demand:

1. Expanding the 6-hour timeframes (i.e., 12:00 A.M. to 6:00 A.M.) to hour-by-hour blocks (i.e., 12:00 A.M. to 1:00 A.M.).

    - As shown for the Hotel in Tables 1 and 3, it is unclear whether the proposed Hotel experiences peak parking demand at 6:00 P.M., 12:00 P.M., or if it is constantly experiencing peak parking demand throughout the 6:00 P.M. to 12:00 P.M. timeframe. This results in an inaccurate schedule of parking demand and imposes an overly aggressive parking requirement not only on the Hotel, but also on the entire Site due to the shared parking agreement.

2. For the proposed uses, introducing more specific and accurate use categories and their corresponding time of day demand percentages based on the Institute of Transportation Engineers Parking Generation Manual, 6th Edition ("ITE Data").

    - As shown for the Coffee Shop in Tables 1 and 3, the Town's "Restaurant" use category estimates peak parking demand to occur throughout the 6:00 P.M. to 12:00 A.M. timeframe. While this could potentially be accurate for some dinner restaurants, drive through coffee shops generally experience their peak parking demand in the late morning.

3. Where available, utilize data-driven evidence from the proposed uses to justify more accurate parking requirements ("Client Data").

    - Client Data is the most accurate source of parking demand and time-of-day demand percentage data as this information comes directly from the exact proposed and/or the most comparable uses and their business models. Client Data and the validity of this information are explained in greater detail later in this study.

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Proposed Required Parking

Table 5

BLDG	USE	TENANT	Weekdays																							
			12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
1	Hotel	Residence Inn	102	102	102	102	102	92	92	92	92	82	75	68	66	62	60	59	62	61	63	66	71	77	90	99
2	Coffee Shop	Marty B's Coffee Co.	0	0	0	0	0	1	10	15	22	22	22	22	21	19	16	14	16	11	11	10	5	3	2	0
3	Salon Suite	Cachet Salons	0	0	0	0	0	1	1	2	9	35	54	49	48	46	41	42	43	37	22	7	1	0	0	0
4 & 5	Mixed Use	Mixed Use	57	57	57	57	57	57	152	152	152	152	152	152	152	152	152	152	152	152	197	197	197	197	197	197
		Total Required:	159	159	159	159	159	151	255	261	275	291	303	291	287	279	269	267	273	261	293	280	274	277	289	296
		Total Provided:	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320
		Surplus / (Deficiency):	161	161	161	161	161	169	65	59	45	29	17	29	33	41	51	53	47	59	27	40	46	43	31	24

Table 5 illustrates the Site's parking capabilities relative to weekday parking demand after integrating ITE Data and Client Data.

Table 6

BLDG	USE	TENANT	Weekends																							
			12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
1	Hotel	Residence Inn	102	102	102	102	102	92	82	83	82	81	71	66	62	58	49	51	56	60	67	78	78	80	89	97
2	Coffee Shop	Marty B's Coffee Co.	0	0	0	0	0	1	9	13	22	22	22	22	22	20	16	15	17	12	10	9	5	3	2	0
3	Salon Suite	Cachet Salons	0	0	0	0	0	0	1	2	4	14	17	14	13	11	9	6	4	2	1	0	0	0	0	0
4 & 5	Mixed Use	Mixed Use	57	57	57	57	57	57	200	200	200	200	200	200	200	200	200	200	200	200	189	189	189	189	189	189
		Total Required:	159	159	159	159	159	150	292	298	308	317	310	302	297	289	274	272	277	274	267	276	272	272	280	286
		Total Provided:	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320
		Surplus / (Deficiency):	161	161	161	161	161	170	28	22	12	3	10	18	23	31	46	48	43	46	53	44	48	48	40	34

Table 6 illustrates the Site's parking capabilities relative to weekend parking demand after integrating ITE Data and Client Data.

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Methodology – Hotel (Lot 1)

ITE Data was used to calculate the proposed Hotel's peak parking demand (102 spaces) and time-of-day percentages. Per page 191 in the ITE Data, "The average parking supply ratio for the nine study sites with parking supply information is 1.1 spaces per room. The average peak parking occupancy at the four sites with event parking is 69 percent. For the nine sites with overnight parking demand counted, the average peak parking occupancy is 54 percent."

Following ITE's calculations, the peak parking demand for the Hotel is as follows:

1. Parking supply = 1.1 spaces * 134 proposed rooms = 147.4 parking spaces

2. Average peak parking demand = 69% * 148 parking spaces = 102 parking spaces

**Realty Capital and the Town's Planning Staff agreed to use the average peak parking occupancy of 69% rather than the average peak parking occupancy of 54% to produce more conservative (i.e., higher parking demand) results.*

3. The calculated peak parking demand of 102 spaces for the proposed Hotel is applied to ITE Data's "Time-of-Day Distribution for Parking Demand" table, which assigns percentages for each hour of weekdays and weekends. These percentages have been calculated by performing on-site observations on 12 different Hotel sites. For example, for all hours including and between 12:00 A.M. and 4:00 A.M., the proposed Hotel is projected to use 100% of its peak parking demand (all 102 parking spaces), and for 2:00 P.M. on weekends, the proposed Hotel is projected to only use 48% of its peak parking demand (49 parking spaces). This is reflected in Tables 5 and 6; see the Appendix for ITE's full "Time-of-Day Distribution for Parking Demand" table.

Key Notes – Methodology – Hotel (Lot 1)

- Realty Capital has verified with multiple registered Professional Traffic Operations Engineers that the above calculation methodology is accurate, if not conservative (i.e., these calculations produce higher parking demands than what may occur at build-out and operation).

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Methodology – Marty B's Coffee Company (Lot 2)

ITE Data was used to calculate the proposed drive-through coffee shop's peak parking demand (22 spaces). Time-of-Day percentages were derived from Marty B's dine-in transaction data provided directly from the Client, since the ITE Data's time-of-day distribution for parking demand table did not precisely align with Marty B's hours of operation. Per page 721 in the ITE Data, "The average parking supply ratio for the twelve study sites in a general urban/suburban setting and with parking supply information is 10.3 spaces per 1,000 square feet GFA. The average peak parking occupancy at these sites is 50 percent."

Following ITE's calculations, the peak parking demand for the drive-through coffee shop is as follows:

1. Parking supply = 10.3 spaces / 1,000 square feet = 0.0103 parking spaces per square foot

2. Parking supply (continued) = 0.0103 parking spaces * 4,300 square feet = 44.29 parking spaces

3. Average peak parking demand = 50% * 44.29 parking spaces = 22 parking spaces

4. The calculated peak parking demand of 22 spaces for the proposed drive-through coffee shop is then applied to Marty B's dine-in transaction data to determine the parking demand for each hour of weekdays and weekends. Assuming peak parking for Marty B's would require 22 parking spaces, Realty Capital assumes all 22 parking spaces are needed during the hour with the most dine-in transactions. Peak dine-in transactions for Marty B's occur at 10:00 A.M. on weekdays and weekends, and therefore at 10:00 A.M. throughout the week, Marty B's should experience peak parking demand and require all 22 spaces to be used during this time.

5. For every other hour throughout the day, the number of dine-in transactions recorded is divided by the number of dine-in transactions recorded at 10:00 A.M.. For example, at 3:00 P.M. on weekdays and weekends, the number of recorded dine-in transactions is 52.21% of the total number of transactions recorded at 10:00 A.M.. 52.21% is then multiplied by the number of parking spaces required at peak parking (22), which results in an estimated demand of 11 parking spaces at 3:00 P.M..

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Methodology – Marty B's Coffee Company (Lot 2) (Continued)

6. While ITE Data observations include employee parking, Marty B's employee schedules were also analyzed and included in addition to Marty B's transaction data to produce more conservative parking demand results and better reflect the time-of-day demand percentages for Marty B's.

7. Over a week's schedule, the number of employees on weekdays and weekends were counted at each hour of the day and added to the calculated parking demand for the corresponding hour. However, given that ITE observations already account for employee's parked vehicles, the peak parking demand should never be increased over 22 parking spaces. For example, at 11:00 A.M. on weekdays, Marty B's base parking demand is 16 parking spaces, as calculated in steps 1-5, however there are also 6 employees scheduled to work during this time, and therefore the parking demand is increased to 22 spaces.

Validity – Client Data – Marty B's (Lot 2)

- Marty B's transaction data is automatically generated and recorded by Toast. Toast is a cloud-based restaurant management software used by around 120,000 U.S. restaurants. The transaction data provided by Marty B's was exported by Toast for the month of March and registered each transaction throughout each hour of operation, broken out between drive-through sales and dine-in sales. For the purposes of this study, only dine-in transactions were considered. Marty B's Client Data came from their Bartonville, TX location which is a similar size and offers drive-through service.

- Marty B's employee schedules are created and recorded by Sling, a free employee scheduling and workforce management platform that is used by thousands of restaurants nationwide. The specific schedule that Marty B's shared was one week's schedule from September 25th to October 1st, 2024, with 37 employees registered in the schedule.

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Methodology – Cachet Salons (Lot 3)

No ITE Data is available for a salon suites use, so the Town's parking ratio of 1 parking space per 250 square feet is used to calculate Cachet Salon's peak parking demand. Tenant schedule data was studied to derive time-of-day demand percentages. To calculate Table 5 and 6's parking requirements, the following methods are used:

1. Peak parking demand = 1 space / 250 square feet = 0.004 spaces per square foot

2. Peak parking demand (continued) = 0.004 parking spaces per square foot * 13,442 square feet = 54 parking spaces

3. Cachet Salon's peak parking demand of 54 parking spaces is then multiplied by the tenant schedule data provided by the Client to determine the parking demand of each hour throughout the week. Based on the schedule data, Cachet Salons experiences peak appointment time at 10:00 A.M. on weekdays, therefore at 10:00 A.M. on weekdays, all 54 parking spaces should be needed by Cachet Salons.

4. For every other hour throughout the day, the number of appointments recorded is divided by the number of appointments recorded at 10:00 A.M. on weekdays. For example, at 3:00 P.M. weekends, the number of recorded appointments is 11.66% of the total number of recorded appointments recorded at 10:00 A.M. on weekdays. 11.66% is then multiplied by the number of parking spaces required at peak parking (54), which results in an estimated demand of 6 parking spaces at 3:00 P.M. on weekends.

Validity – Client Data – Cachet Salons (Lot 3)

- Scheduling data was collected by Salon Suite Solutions, a software manufacturing and management company based in Irving, TX. Salon Suite Solutions' mobile booking application has collected over 8 years of data across numerous states in the U.S.. Over 1,800,000 appointments have been booked using this mobile application.

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Study Disclaimers and Additional Considerations

1. Realty Capital consulted a Senior Director within ITE on how to use the ITE Data and learned that the most accurate parking demand and time-of-day percentages can only come from local on-site observations of the most comparable uses and businesses, and that even with local observations, actual parking demand and time-of-day percentages can vary from the projections established by local on-site observations. The Senior Director suggested that additional on-site observations be performed for the proposed Hotel and Drive-Through Coffee Shop to verify that these businesses align with the average demand rates contemplated in the ITE Data.

2. Realty Capital contracted with Lambeth Engineering, who produced parking demand estimates that closely align with the tables provided in this study, further supporting Realty Capital's use of the ITE Data's peak parking demand calculations in combination with the ITE Data's Time-of-Day Distribution for Parking Demand. Lambeth Engineering performed on-site observations that confirmed each proposed use aligned with the study sites contemplated in the ITE Data. Additionally, the parking requirements proposed by Lambeth Engineering were more conservative (i.e., required less overall parking and calculated a greater parking surplus) than what this study proposes.

3. For all three proposed uses, but more specifically for the proposed Hotel, this study's projections may be more conservative (i.e., calculate greater parking demands and more aggressive time-of-day percentages) than what may occur at build-out and operation due to the increased use of ride-sharing and close proximity to Dallas – Fort Worth International Airport.

4. Realty Capital's frequent observations of the existing buildings on Lots 4 and 5 indicate that the provided number of spaces greatly exceed the parking demand generated by the current tenants in these buildings. While the parking demand and time-of-day demand percentages for tenants of Lots 4 and 5 are not contemplated in this study, it is Realty Capital's belief that the parking demand generated by these tenants is significantly overestimated. Additionally, none of the representatives of the proposed uses are concerned about the Site's current or future parking supply.

5. There are numerous available spaces on fully-developed lots located directly North and South of the Site, offering additional parking opportunities not considered in this study for consumers.

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APPENDIX: ITE HOTEL TIME-OF-DAY DISTRIBUTION FOR PARKING DEMAND

Time-of-Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (four study sites) and a Saturday (three study sites) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Saturday
12:00–4:00 a.m.	100	100
5:00 a.m.	—	—
6:00 a.m.	90	80
7:00 a.m.	90	81
8:00 a.m.	90	80
9:00 a.m.	80	79
10:00 a.m.	74	70
11:00 a.m.	67	65
12:00 p.m.	65	61
1:00 p.m.	61	57
2:00 p.m.	59	48
3:00 p.m.	58	50
4:00 p.m.	61	55
5:00 p.m.	60	59
6:00 p.m.	62	66
7:00 p.m.	65	76
8:00 p.m.	70	76
9:00 p.m.	75	78
10:00 p.m.	88	87
11:00 p.m.	97	95

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APPENDIX: ITE HOTEL AVG PEAK PARKNG OCCUPANCY

Additional Data

Parking demand at a hotel is related to the presence of supporting facilities. A hotel with a convention facility, meeting rooms, restaurant, or banquet space, may include parking demand generated by event attendees who are not hotel guests. As a result, peak parking demand for the hotel may occur during the afternoon or evening instead of the typical hotel peak parking demand that occurs overnight. To illustrate, for four of the 12 study sites in the database, the time-of-day parking demand distribution clearly demonstrates that an event took place during the evening of the study period. The peak parking demand at these four sites ranged between 50 and 100 percent greater than that of the peak overnight parking demand for hotel guests.

The database for this land use does not include information on potential independent variables for the generation of event-related parking demand (such as meeting facility GFA or event attendees) during the count period. For that reason, the peak parking demand displayed in the data plots only includes a site's overnight peak parking demand (i.e., parking demand associated with overnight guests and hotel staff). The plots do not contain peak parking demands generated by other supporting facilities or events that occur outside of the typical overnight peak parking period.

Parking demand at all lodging land uses may be related to the recent emergence of transportation network companies (TNCs) (also referred to as ride-share or ride-hailing companies). Hotel parking demand may be reduced if a hotel guest uses a TNC service for hotel drop-off or pick-up rather than using a rental car and parking on-site. Additional data are needed in order to measure and understand the potential impact of TNCs on lodging land use parking demand.

The average parking supply ratio for the nine study sites with parking supply information is 1.1 spaces per room. The average peak parking occupancy at the four sites with event parking is 69 percent. For the nine sites with overnight parking demand counted, the average peak parking occupancy is 54 percent.

The sites were surveyed in the 1990s, the 2000s, and the 2020s in California, and Washington.

For all lodging uses, it is important to collect data on occupied rooms as well as total rooms. Future data submissions should indicate the presence of supporting facilities and the level of activity/event taking place during the count period (e.g., full, empty, partially active; number of people attending a meeting/banquet). Data on the presence and usage of TNC service should be documented for all lodging land uses for future analysis purposes.

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APPENDIX: HOTEL OCCUPANCY DATA

Occupancy (%)													
Year	January	February	March	April	May	June	July	August	September	October	November	December	Average
2017	77.9	76.6	75.5	74.4	73.7	73.2	72.8	72.6	71.8	71.6	71.8	72.2	73.7
2018	72.3	72.8	73.2	73.2	73.3	73.5	73.2	72.6	73.0	73.2	73.0	73.3	73.1
2019	73.5	73.3	73.4	73.6	74.2	74.6	75.1	75.5	75.2	75.4	75.8	75.9	74.6
2020	76.2	76.6	73.0	67.5	62.2	57.9	54.3	51.7	49.1	46.4	43.5	41.2	58.3
2021	38.2	36.4	39.1	43.4	47.7	51.3	54.7	56.9	59.3	61.7	64.5	66.7	51.7
2022	68.4	70.1	71.4	72.8	73.7	74.1	74.0	74.4	74.9	75.4	75.3	75.7	73.3
2023	76.8	76.6	76.5	76.3	76.0	75.7	75.5	75.1	75.4	75.1	75.4	75.5	75.8
													68.6%

Name of Establishment	City & State	Zip Code	Class	Aff Date	Open Date	Rooms
Four Points by Sheraton Dallas Fort Worth Airport North	Coppell, TX	75019	Upscale Class	Nov 2016	Nov 2016	156
Courtyard Dallas Flower Mound	Flower Mound, TX	75028	Upscale Class	Sep 2017	Sep 2017	146
Home2 Suites by Hilton Flower Mound Dallas	Flower Mound, TX	75028	Upper Midscale Class	Feb 2023	Feb 2023	99
Hyatt Place Dallas Grapevine	Grapevine, TX	76051	Upscale Class	Feb 2008	Jan 2000	125
Holiday Inn Express & Suites DFW Grapevine	Grapevine, TX	76051	Upper Midscale Class	Mar 2000	Mar 2000	95
Hampton by Hilton Inn & Suites Dallas-DFW Airport North-	Grapevine, TX	76051	Upper Midscale Class	Dec 2000	Dec 2000	94
SpringHill Suites Dallas DFW Airport North/Grapevine	Grapevine, TX	76051	Upscale Class	Jul 2005	Jul 2005	111
Residence Inn DFW Airport North Grapevine	Grapevine, TX	76051	Upscale Class	Jan 2007	Jan 2007	133
Hilton Garden Inn DFW North Grapevine	Grapevine, TX	76051	Upscale Class	Jun 2009	Jun 2009	110
Courtyard Dallas DFW Airport North Grapevine	Grapevine, TX	76051	Upscale Class	Dec 2013	Dec 2013	181
Cambria Hotel Southlake DFW North	Southlake, TX	76092	Upscale Class	Dec 2016	Dec 2016	175
				Total Properties:	11	1425

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APPENDIX: ITE DRIVE THROUGH COFFEE SHOP AVG PEAK PARKNG OCCUPANCY

Additional Data

The average parking supply ratio for the 12 study sites in a general urban/suburban setting and with parking supply information is 10.3 spaces per 1,000 square feet GFA. The average peak parking occupancy at these sites is 50 percent.

The sites were surveyed in the 2000s, the 2010s, and the 2020s in Maine, Nevada, New Jersey, Ontario (CAN), Tennessee, and Washington.

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APPENDIX: MARTY B'S TRANSACTION DATA

Marty B's Transaction Data

03/01/24 to 03/31/2024

Restaurant Total		Drive Thru		Dine In		Dine In	Parking Demand Calculation		
Time	Orders	Orders	% of Orders	Orders	% of Orders	Hourly % of Total Orders	Time	% of Peak	Parking Demand
5 AM	45	8	18%	37	82.22%	0%	5 AM	3.03%	1
6 AM	632	268	42%	364	57.59%	4%	6 AM	29.84%	6
7 AM	1,426	864	61%	562	39.41%	6%	7 AM	46.07%	10
8 AM	2,034	1,204	59%	830	40.81%	8%	8 AM	68.03%	14
9 AM	2,288	1,201	52%	1,087	47.51%	11%	9 AM	89.10%	19
10 AM	2,363	1,143	48%	1,220	51.63%	12%	10 AM	100.00%	21
11 AM	1,769	831	47%	938	53.02%	9%	11 AM	76.89%	16
12 PM	1,601	715	45%	886	55.34%	9%	12 PM	72.62%	15
1 PM	1,350	579	43%	771	57.11%	8%	1 PM	63.20%	13
2 PM	1,159	495	43%	664	57.29%	7%	2 PM	54.43%	11
3 PM	1,003	366	36%	637	63.51%	6%	3 PM	52.21%	11
4 PM	983	284	29%	699	71.11%	7%	4 PM	57.30%	12
5 PM	597	157	26%	440	73.70%	4%	5 PM	36.07%	8
6 PM	536	118	22%	418	77.99%	4%	6 PM	34.26%	7
7 PM	458	83	18%	375	81.88%	4%	7 PM	30.74%	6
8 PM	213	48	23%	165	77.46%	2%	8 PM	13.52%	3
9 PM	60	6	10%	54	90.00%	1%	9 PM	4.43%	1
10 PM	1	0	0%	1	100.00%	0%	10 PM	0.08%	0
Total	**18,518**	**8,370**		**10,148**		**100%**			

Peak Demand:	**12%**	**Peak Demand Hour:**	**10 AM**	**Peak Parking (Per ITE):**	**21**

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APPENDIX: MARTY B'S EMPLOYEE SCHEDULE (WEEKDAYS)

Monday			
Total Hours	Employee	Shift Start	Shift End
5.50 Hrs	[redacted]	5:30 AM	11:00 AM
4.00 Hrs		12:00 PM	4:00 PM
6.50 Hrs		3:00 PM	9:30 PM
5.00 Hrs		5:30 AM	10:30 AM
6.00 Hrs		7:00 AM	1:00 PM
7.25 Hrs		7:00 AM	2:15 PM
5.50 Hrs		4:00 PM	9:30 PM
4.00 Hrs		8:00 AM	12:00 PM
43.75 Hrs	**43.75 Hrs**	**43.75 Hrs**	

Monday																		
5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	0	0
0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0	0
0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	**2**	**4**	**5**	**5**	**5**	**3**	**3**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**0**	**0**

Tuesday			
Total Hours	Employee	Shift Start	Shift End
5.50 Hrs	[redacted]	12:00 PM	5:30 PM
5.00 Hrs		3:00 PM	8:00 PM
5.50 Hrs		5:30 AM	11:00 AM
5.50 Hrs		5:30 AM	11:00 AM
4.50 Hrs		7:00 AM	11:30 AM
4.50 Hrs		5:00 PM	9:30 PM
6.50 Hrs		8:30 AM	3:00 PM
4.00 Hrs		5:30 PM	9:30 PM
6.50 Hrs		6:30 AM	1:00 PM
4.00 Hrs		8:00 AM	12:00 PM
51.50 Hrs	**51.50 Hrs**	**51.50 Hrs**	

Tuesday																		
5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
0	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	0	0	0
0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	0
0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0
0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	**2**	**4**	**5**	**6**	**6**	**4**	**3**	**2**	**2**	**2**	**2**	**3**	**3**	**3**	**2**	**2**	**0**	**0**

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APPENDIX: MARTY B'S EMPLOYEE SCHEDULE (WEEKDAYS) (CONTINUED)

Wednesday			
Total Hours	Employee	Shift Start	Shift End
4.00 Hrs	[redacted]	12:00 PM	4:00 PM
6.00 Hrs		8:00 AM	2:00 PM
6.50 Hrs		3:00 PM	9:30 PM
5.50 Hrs		5:30 AM	11:00 AM
4.00 Hrs		9:00 AM	1:00 PM
6.00 Hrs		9:00 AM	3:00 PM
6.50 Hrs		5:30 AM	12:00 PM
4.50 Hrs		3:00 PM	7:30 PM
4.50 Hrs		6:30 AM	11:00 AM
47.50 Hrs	**47.50 Hrs**	**47.50 Hrs**	

Wednesday																		
5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
0	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	0	0
0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	0	0	0
0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	**2**	**3**	**4**	**6**	**6**	**4**	**4**	**3**	**2**	**3**	**2**	**2**	**2**	**2**	**1**	**1**	**0**	**0**

Thursday			
Total Hours	Employee	Shift Start	Shift End
8.00 Hrs	[redacted]	6:30 AM	2:30 PM
4.00 Hrs		12:00 PM	4:00 PM
5.00 Hrs		5:30 AM	10:30 AM
7.00 Hrs		5:30 AM	12:30 PM
6.00 Hrs		6:00 AM	12:00 PM
5.00 Hrs		8:00 AM	1:00 PM
7.00 Hrs		7:30 AM	2:30 PM
6.50 Hrs		3:00 PM	9:30 PM
7.00 Hrs		2:30 PM	9:30 PM
7.50 Hrs		7:00 AM	2:30 PM
63.00 Hrs	**63.00 Hrs**	**63.00 Hrs**	

Thursday																		
5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0
0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	0	0
0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	**3**	**4**	**6**	**6**	**6**	**5**	**5**	**3**	**3**	**3**	**2**	**2**	**2**	**2**	**2**	**2**	**0**	**0**

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APPENDIX: MARTY B'S EMPLOYEE SCHEDULE (WEEKDAYS) (CONTINUED)

Friday			
Total Hours	Employee	Shift Start	Shift End
7.00 Hrs	[redacted]	7:30 AM	2:30 PM
8.00 Hrs		2:30 PM	10:30 PM
6.50 Hrs		5:30 AM	12:00 PM
7.50 Hrs		7:00 AM	2:30 PM
8.00 Hrs		2:30 PM	10:30 PM
6.50 Hrs		8:00 AM	2:30 PM
7.50 Hrs		6:00 AM	1:30 PM
5.50 Hrs		5:30 AM	11:00 AM
7.00 Hrs		1:00 PM	8:00 PM
6.50 Hrs		6:30 AM	1:00 PM
70.00 Hrs	**70.00 Hrs**	**70.00 Hrs**	

Friday																		
5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
0	0	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	0
0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
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0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	0	0	0	0
0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	**3**	**5**	**7**	**7**	**7**	**6**	**5**	**5**	**4**	**3**	**3**	**3**	**3**	**3**	**2**	**2**	**2**	**0**

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APPENDIX: MARTY B'S EMPLOYEE SCHEDULE (WEEKENDS)

Saturday			
Total Hours	Employee	Shift Start	Shift End
4.00 Hrs	[redacted]	8:30 AM	12:30 PM
7.50 Hrs		7:30 AM	3:00 PM
7.50 Hrs		7:30 AM	3:00 PM
8.00 Hrs		5:30 AM	1:30 PM
7.50 Hrs		3:00 PM	10:30 PM
8.00 Hrs		8:00 AM	4:00 PM
7.50 Hrs		3:00 PM	10:30 PM
7.50 Hrs		7:30 AM	3:00 PM
7.50 Hrs		6:30 AM	2:00 PM
5.00 Hrs		8:00 AM	1:00 PM
6.50 Hrs		5:30 AM	12:00 PM
76.50 Hrs	**76.50 Hrs**	**76.50 Hrs**	

Saturday																		
5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
0	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	0
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0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	0
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0	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	**2**	**3**	**8**	**9**	**9**	**9**	**8**	**6**	**4**	**3**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**0**

Sunday			
Total Hours	Employee	Shift Start	Shift End
5.50 Hrs	[redacted]	7:30 AM	1:00 PM
5.50 Hrs		12:00 PM	5:30 PM
5.50 Hrs		6:30 AM	12:00 PM
6.00 Hrs		8:00 AM	2:00 PM
8.25 Hrs		9:15 AM	5:30 PM
5.50 Hrs		6:30 AM	12:00 PM
4.50 Hrs		7:30 AM	12:00 PM
8.50 Hrs		9:00 AM	5:30 PM
4.50 Hrs		8:30 AM	1:00 PM
5.50 Hrs		12:00 PM	5:30 PM
59.25 Hrs	**59.25 Hrs**	**59.25 Hrs**	

Sunday																		
5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
0	0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0
0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0
0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0
0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0
0	**0**	**2**	**5**	**7**	**8**	**8**	**7**	**5**	**4**	**4**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**

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APPENDIX: CACHET SALONS TENANT SCHEDULE DATA - WEEKDAYS

Weekdays								
Hour	Workers	Worker %	Clients	Client %	Total	Percent of Total	Required Parking	Time of Day %
5:00 AM	282	0%	2,029	0%	2,311	0.12%	1	2%
6:00 AM	403	1%	2,924	0%	3,327	0.17%	1	2%
7:00 AM	742	1%	6,359	0%	7,101	0.36%	2	4%
8:00 AM	2,324	4%	29,563	2%	31,887	1.62%	9	17%
9:00 AM	4,912	8%	122,709	8%	127,621	6.49%	35	65%
10:00 AM	6,217	10%	192,119	12%	198,336	10.08%	54	100%
11:00 AM	5,873	10%	172,427	11%	178,300	9.06%	49	91%
12:00 PM	5,718	9%	169,875	11%	175,593	8.93%	48	89%
1:00 PM	5,756	9%	161,817	10%	167,573	8.52%	46	85%
2:00 PM	5,582	9%	145,834	9%	151,416	7.70%	41	76%
3:00 PM	5,538	9%	147,442	10%	152,980	7.78%	42	78%
4:00 PM	5,604	9%	154,113	10%	159,717	8.12%	43	80%
5:00 PM	5,300	9%	130,562	8%	135,862	6.91%	37	69%
6:00 PM	4,144	7%	76,437	5%	80,581	4.10%	22	41%
7:00 PM	2,180	4%	24,029	2%	26,209	1.33%	7	13%
8:00 PM	749	1%	4,755	0%	5,504	0.28%	1	2%
9:00 PM	164	0%	354	0%	518	0.03%	0	0%
10:00 PM	60	0%	73	0%	133	0.01%	0	0%
11:00 PM	38	0%	41	0%	79	0.00%	0	0%
Totals	**61,586**	**100%**	**1,543,462**	**100%**	**1,605,048**			

Summary Table	
Total Workers and Clients:	1,967,262
Peak Demand:	10.08%
Peak Demand Hour:	10:00 AM
Peak Demand Parking (Per TOFM):	54 Spaces

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APPENDIX: CACHET SALONS TENANT SCHEDULE DATA - WEEKENDS

Weekends								
Hour	Workers	Worker %	Clients	Client %	Total	Percent of Total	Required Parking	Time of Day %
5:00 AM	74	0%	1,173	0%	1,247	0.06%	0	0%
6:00 AM	165	1%	1,784	1%	1,949	0.10%	1	2%
7:00 AM	380	2%	5,387	2%	5,767	0.29%	2	4%
8:00 AM	965	6%	15,491	4%	16,456	0.84%	4	7%
9:00 AM	1,714	10%	50,278	15%	51,992	2.64%	14	26%
10:00 AM	2,150	13%	61,745	18%	63,895	3.25%	17	31%
11:00 AM	1,992	12%	50,921	15%	52,913	2.69%	14	26%
12:00 PM	1,923	11%	45,661	13%	47,584	2.42%	13	24%
1:00 PM	1,863	11%	39,431	11%	41,294	2.10%	11	20%
2:00 PM	1,681	10%	30,404	9%	32,085	1.63%	9	17%
3:00 PM	1,490	9%	21,643	6%	23,133	1.18%	6	11%
4:00 PM	1,128	7%	12,736	4%	13,864	0.70%	4	7%
5:00 PM	743	4%	5,093	1%	5,836	0.30%	2	4%
6:00 PM	441	3%	2,388	1%	2,829	0.14%	1	2%
7:00 PM	191	1%	545	0%	736	0.04%	0	0%
8:00 PM	58	0%	231	0%	289	0.01%	0	0%
9:00 PM	29	0%	51	0%	80	0.00%	0	0%
10:00 PM	35	0%	199	0%	234	0.01%	0	0%
11:00 PM	14	0%	17	0%	31	0.00%	0	0%
Totals	**17,036**	**100%**	**345,178**	**100%**	**362,214**			

Summary Table	
Total Workers and Clients:	1,967,262
Peak Demand:	10.08%
Peak Demand Hour:	10:00 AM
Peak Demand Parking (Per TOFM):	54 Spaces

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APPENDIX: LAMBETH ENGINEERING PROPOSED PARKING

Required Parking - Blgd 1, 2, 3 ITE Average Rates and ITE Time of Day Percents. Blgd 4, 5 City of Flower Mound

Blgd	Use	Tenent	Quanity	Ratio	Required Before Time of Day %	Weekday			Weekend			Night	Max Required
						6A-12P	12P-6P	6P-12A	6A-12P	12P-6P	6P-12A	12A-6A	
1	Hotel	Residence Inn	142 Rooms	1:1.56	91	82	59	88	74	56	86	91	--
2	Restaurant	Marty B's Coffee Co.	4,165 SF	1:196	21	5	21	16	6	21	18	0	--
3	Medical Office	Cachet Salons	13,580 SF	1:380	36	36	33	11	36	33	22	0	--
			Total Planned Site Required:		**252**	**123**	**113**	**115**	**116**	**110**	**126**	**91**	**126**
			Total Planned Site Provided:		**149**	**149**	**149**	**149**	**149**	**149**	**149**	**149**	**149**
4	Office, Medical and Dental - Old User	Smiles Family Dental	4,516 SF	1:250	18	18	18	2	2	2	1	1	--
	Other Retail	Dominoes	1,384 SF	1:250	6	3	3	5	6	6	4	0	--
	Health Club or Athletic Club	Jesse James Fit Camp	5,672 SF	1:250	23	12	12	21	23	23	16	1	--
	Restaurant	Tycoon	4,165 SF	1:75	56	28	28	56	56	56	56	6	--
	Restaurant	Tycoon	743 SF	1:75	10	5	5	10	10	10	10	1	--
5	Office, Medical and Dental - Old User	Texas Health	3,142 SF	1:250	13	13	13	1	1	1	1	1	--
	Other Retail	UPS	1,354 SF	1:250	5	3	3	5	5	5	4	0	--
	Restaurant	Smoothie King	1,280 SF	1:75	17	9	9	17	17	17	17	2	--
	Restaurant	Capriottis	1,364 SF	1:75	18	9	9	18	18	18	18	2	--
	Restaurant	Honey Bird	1,553 SF	1:75	21	11	11	21	21	21	21	2	--
	Amusement and Recreation (Indoors)	Arcade 92	6,473 SF	1:158*	41	41	41	41	41	41	41	41	--
			Total Existing Site Required:		**228**	**152**	**152**	**197**	**200**	**200**	**189**	**57**	**200**
			Total Existing Site Provided:		**173**	**173**	**173**	**173**	**173**	**173**	**173**	**173**	**173**
			Total Required:		**480**	**275**	**265**	**312**	**316**	**310**	**315**	**148**	**316**
			Total Provided (Including 18 Street Parking):		**322**	**322**	**322**	**322**	**322**	**322**	**322**	**322**	**322**

* City Staff has directed client to use 41 spaces for Arcade 92

Blgd 3 uses ITE medical office for salon since there is no ITE data available for salons

Jacob Birmelin
Development Partner
jbirmelin@realtycapital.com

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Irving, Texas 75309
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TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 25-17, AS AMENDED BY ORDINANCE NOS. 03-18, 22-21, 41-23, 60-24, AND 61-24, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 11.004 ACRES OF LAND AND BEING ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8X, BLOCK A, LAKESIDE CROSSING ADDITION, AND LOT 17X, BLOCK B OF LAKESIDE CROSSING TOWN HOMES ADDITION, BY MODIFYING CERTAIN DEVELOPMENT STANDARDS FOR LOT 1, BLOCK A, LAKESIDE CROSSING ADDITION, AND LOT 17X, BLOCK B, LAKESIDE CROSSING TOWN HOMES ADDITION; AMENDING THE CONCEPT PLANS AND ELEVATIONS FOR LOT 1, BLOCK A; AND INCORPORATING A COMPREHENSIVE SIGN PACKAGE FOR LOT 1, BLOCK A; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; 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 (the "Town Council") 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 owner of the property described as approximately 11.004 acres of land and being all of Lots 1, 2, 3, 4, 5, 6, 7, and 8X, Block A, Lakeside Crossing Addition, and Lot 17X, Block B, Lakeside Crossing Town Homes Addition, Denton County, Texas, (the "Property") applied for a Zoning Planned Development amendment to amend Ordinance No. 25-17, as amended by Ordinance Nos. 03-18, 22-21, 41-23, 60-24, and 61-24, for Planned Development District No. 153 (PD-153), seeking to (1) modify development standards, update conceptual plans and elevations, and incorporating a comprehensive sign package for Building 1 proposed on Lot 1, Block A, Lakeside Crossing Addition, and (2) to amend the development standards for Lot 17X, Block B, Lakeside Crossing Town Homes Addition; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on February 9, 2026, and the Town Council held a public hearing on May 4, 2026, with respect to the proposed Zoning Planned Development amendment as 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 Zoning Planned Development amendment on the Property; and,

WHEREAS, the Town Council finds that amendment of Ordinance No. 25-17, as amended by Ordinance Nos. 03-18, 22-21, 41-23, 60-24, and 61-24, for Planned Development District No. 153 (PD-153) 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 11.004 acres of land and being all of Lots 1, 2, 3, 4, 5, 6, 7, and 8X, Block A, Lakeside Crossing Addition, and Lot 17X, Block B, Lakeside Crossing Town Homes Addition, Denton County, Texas.

A. Exhibit B, “Development Standards,” for Planned Development District No. 153 (PD-153), as amended, is hereby amended to read as indicated on Exhibit “A” attached hereto and incorporated herein. Except as expressly amended in Exhibit “A” attached hereto, all prior Development Standards shall remain in effect for all other purposes..

B. Exhibit C, “Concept Plan,” for Planned Development District No. 153 (PD-153), as amended, is hereby amended by incorporating a Concept Plan for Lot 1, Block A, Lakeside Crossing Addition, attached hereto as Exhibit “B and incorporated herein. The prior Concept Plan shall remain in effect for all other purposes.

C. Exhibit D, “Concept Landscape Plan,” for Planned Development District No. 153 (PD-153), as amended, is hereby amended by incorporating a Concept Landscape Plan for Lot 1, Block A, Lakeside Crossing Addition, attached hereto as Exhibit “C" and incorporated herein. The prior Concept Landscape Plan shall remain in effect for all other purposes.

D. Exhibit F, “Architectural Imagery Package,” for Planned Development District No. 153 (PD-153), as amended, is hereby amended by replacing the conceptual elevations for Building No. 1 of the Lakeside Crossing development with the new conceptual elevations attached hereto as Exhibit

"D" and incorporated herein. The prior Architectural Imagery Package shall remain in effect for all other purposes.

E. Exhibit D to Ordinance No. 60-24, as amended, "Mixed Use Time Based Shared Parking Table," for Planned Development District No. 153 (PD-153), as amended, is hereby replaced with Exhibit "E" attached hereto and incorporated herein.

F. Lot 8X, Block A shall further be subject to Exhibit F, "Concept Lighting Plan," attached hereto and incorporated herein.

SECTION 2

The use of the Property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 25-17, as amended by Ordinance Nos. 03-18, 22-21, 41-23, 60-24, and 61-24, including all exhibits attached thereto, for Planned Development District No. 153 (PD-153); 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 4

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 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council 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 6

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 7

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 4TH DAY OF MAY 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

Exhibit "A"
Development Standards

Planned Development District - 153 (PD-153)
Lakeside Crossing

The development on the property comprising approximately 12 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

I. Campus Commercial District (CC)

A. PERMITTED USES. The uses listed as Permitted Uses in Campus Commercial District (CC) in the Town's Zoning Ordinance, except as otherwise listed herein, may be permitted in the areas designated on Exhibit "C" as Campus Commercial District (CC) areas:

* * *

4. Extended Stay Hotel, subject to section 98-1003 and 98-1004 in the Town's Zoning Ordinance, except as stated below.
    a. There shall be a maximum of 134 hotel rooms within this Extended Stay Hotel.
    b. Only one extended stay hotel is permitted in PD-153.
    c. Only Lot 1, Block A may be developed as an Extended Stay Hotel.
    d. The modified porte-cochere shall provide a sufficient covered parking area for the loading and unloading of two vehicles parked front to back.
    e. If a hotel is to be developed on Lot 1, its tier classification must be equal to or greater than the Smith Travel Research ("STR") chain scale rating of "Upscale."

* * *

H. NON-RESIDENTIAL ARCHITECTURAL STANDARDS. The following architectural standards shall apply to areas designated on Exhibit "C" as Campus Commercial District (CC) areas:

1. There shall be a unified design theme consistent with the attached Architectural Imagery Package, Exhibit "F."

    a. If Lot 1, Block A is to be developed as an Extended Stay Hotel, then Lot 1, Block A may use Town-approved building materials for meritorious design. This meritorious design will contain design elements from Lakeside Crossing and adjacent developments to provide a unique building that aligns with the greater developed area.

* * *

5. Primary building colors consisting of neutral and earth tones such as brown, olive, gray, black, and white, or shades thereof, shall comprise a minimum of 80% of the building façade including miscellaneous tributary, ancillary architectural elements such

as canopies, balconies, trim, etc. Accent colors shall relate to the primary colors and may comprise the remainder.

a. If Lot 1, Block A is to be developed as an Extended Stay Hotel, it may also utilize contrasting colors such as different shades of blue and patterned fabrics complementing the unified design theme in ancillary architectural elements such as canopies, balconies, and trim.

* * *

II. Townhome District - Single Family Attached (SF-A)

E. OPEN SPACE REQUIRMENTS. Lot 17X may serve as a private park or may be re-platted to become part of the immediately north and south adjacent townhome lots in any proportion. If Lot 17X is used as a private park, the park shall be maintained by the same entity that maintains Lot 8X.

* * *

III. Miscellaneous Standards

The following standards apply to the entire Planned Development.

A. PARKING. This Planned Development shall be subject to the following parking standards:

2. Mixed use parking standards may be used to satisfy the parking requirements in this Planned Development. In applying mixed use parking standards, the following schedule of Mixed Use Parking sets forth the percentage component for the calculation. Please refer to the following table:

	Weekdays		Weekends		Everyday
	Daytime	Evening	Daytime	Evening	Night
Use	6AM - 6PM	6PM - 12AM	6AM - 6PM	6PM - 12AM	12AM - 6AM
Hotel*	90%	100%	81%	100%	100%
Drive-Through Coffee Shop*	100%	34%	100%	34%	30%
Salon Suites*	100%	41%	31%	2%	0%
General or Professional Office	100%	10%	10%	5%	5%
Medical or Dental Office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%

See Exhibit E for more detailed time of the day percentages

* * *

5. Lot 1, Block A may utilize the parking standard calculations described in the Lakeside Crossing Parking Study Results (Exhibit “E”) if Lot 1, Block A is to be developed as contemplated in the parking study (i.e., Lot 1, Block A is proposed as an Extended Stay Hotel). The proposed parking ratio for hotels and/or extended stay hotels included in Exhibit “E” is as follows:
    a. Hotel
        i. Parking Supply = 1.1 spaces * number of rooms
        ii. Peak Parking Demand = Parking Supply * 69%
        iii. Parking Ratio = 1 space per 0.76 rooms

* * *

D. SIGNAGE. If Lot 1, Block A is to be developed as a hotel, the proposed building signs shall be permitted as shown on the Lot 1, Block A hotel Conceptual Elevations and, more specifically, each will be the Blade Sign as shown in Exhibit “D,” and shall be subject to the following:

1. This section shall apply to the blade signs on the hotel only.
2. The hotel signage shall consist of two blade signs: one on the east façade of the hotel and one on the northwest façade of the hotel.
3. All other signs for the hotel and other buildings within Lakeside Crossing shall meet the Town’s Sign Ordinance, unless a Comprehensive Sign Package is requested in the future for any sign not described above.

* * *

F. PHASING

* * *

2. Intermediate Phase: A Certificate of Occupancy (CO) shall not be issued to the third building fully constructed within this development until all the improvements listed below are complete.

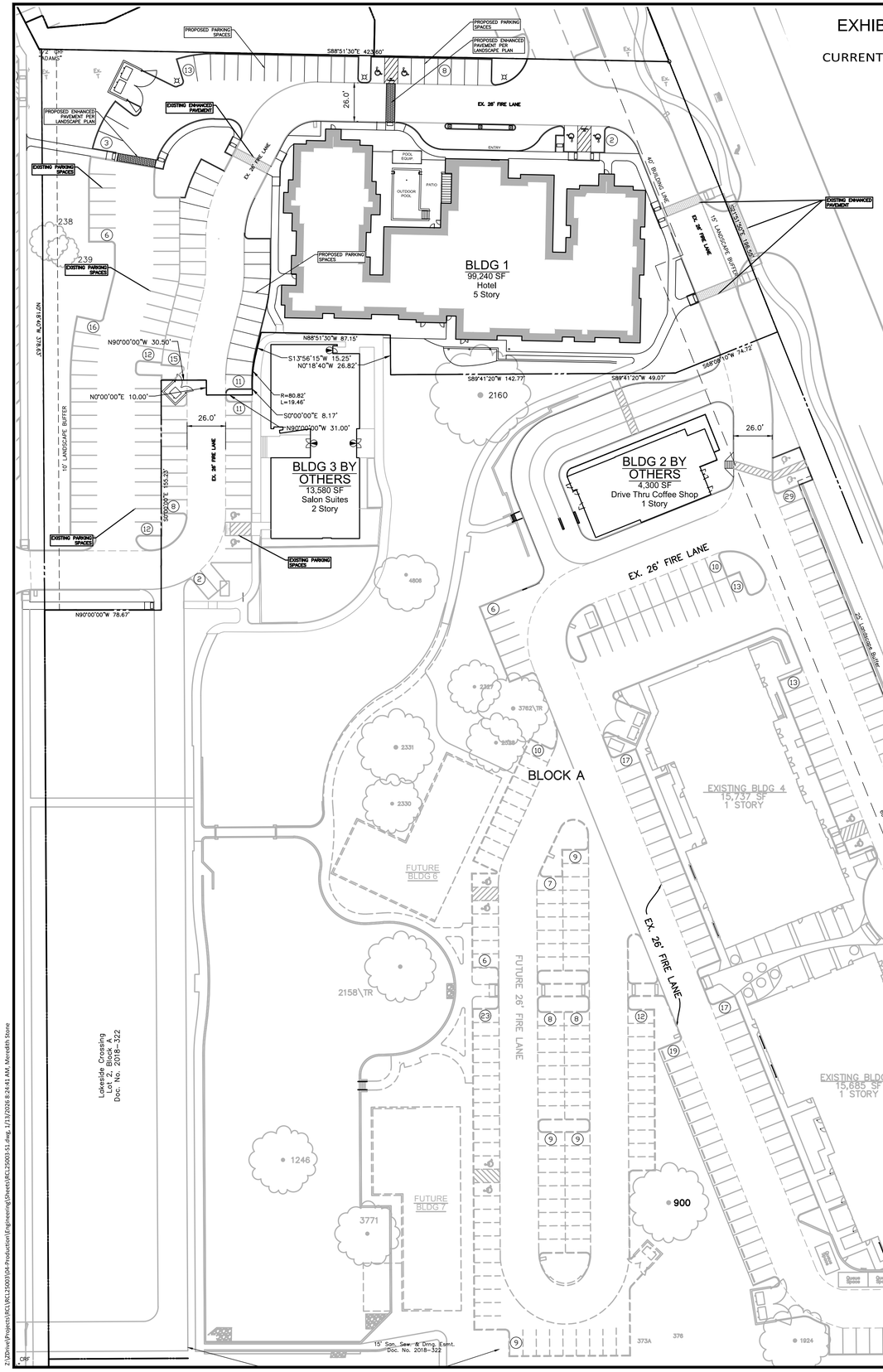
    a. Installation of improvements within Lot 8X, Block A, as indicated on Exhibit F, “Concept Lighting Plan,” for Lot 8X.

    b. Installation of two traffic stop signs located at the northernmost driveway from FM 2499, positioned to stop vehicles travelling North and South on the interior driveway and to give vehicles exiting FM 2499 the right of way when entering the development.”

* * *

EXHIBIT B - CONCEPT SITE PLAN

CURRENT PHASE

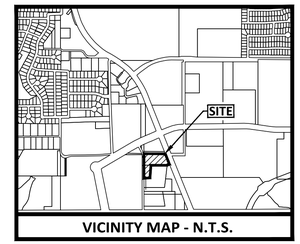


SITE DATA TABLE – LAKESIDE CROSSING	
Physical Address	TBD
Gross Site Area	10.909 A; 475,196 SF
Net Site Area	10.909 A; 475,196 SF
Lot Coverage	
Building Coverage	
Building 1	23,739 SF; ±5.0%
Building 2	4,300 SF; ±0.9%
Building 3	6,790 SF; ±1.4%
Building 4	15,737 SF; ±3.3%
Building 5	15,685 SF; ±3.3%
Building 6	5,864 SF; ±1.2%
Building 7	6,693 SF; ±1.4%
Impervious Coverage	±64%
Pervious Area	±36%
Parking Summary	
Surface Parking* (refer to the schedule of mixed use parking chart)	
Retail – 1 space per 250 Square Feet	
Office – 1 space per 300 Square Feet	
Hotel – 1 per lodging room	
Restaurant/Patio – 1 space per 75 SF	

LAKESIDE CROSSING		Provided
Building 1 (Hotel 134 Rooms)		98
Building 2 (Drive Thru Coffee Shop 4,300 SF)		16
Buil ling 3 (Salon Suites 13,580 SF)		21
Building 4 (Restaurant 6,292 SF)		35
Building 4 (Rest. Patio 743 SF)		5
Building 4 (Retail 5,672 SF)		12
Building 4 (Office 4,516 SF)		14
Building 5 (Restaurant 5,822 SF)		47
Building 5 (Retail 6,421 SF)		41
Building 5 (Office 3,142 SF)		13
Building 6 (Office 15,778 SF)**		56
Building 7 (Retail 18,068 SF)**		60
	Required	Provided
Total Parking (On-site)	317	418
Proposed On Street Parking	0	18
Total Parking (Lakeside Crossing)	317	436
Accessible Parking*	16	18
Building 1 Data		
Height (story/feet)	5 Story; 76'	
Peak Height	76'	
Mean Height	66'	
Total Square Footage	99,240 SF	
Building 2 Data		
Height (story/feet)	1 Story; 20' 0"	
Peak Height	20' 0"	
Mean Height	20' 0"	
Total Square Footage	4,300 SF	
Building 3 Data		
Height (story/feet)	2 Story; 29' 6"	
Peak Height	29' 6"	
Mean Height	29' 6"	
Total Square Footage	13,580 SF	
Building 4 Data		
Height (story/feet)	1 Story	
Peak Height	31' 1 5/16"	
Mean Height	28' 1 3/16"	
Total Square Footage	15,737 SF	
Building 5 Data		
Height (story/feet)	1 Story	
Peak Height	29' 6"	
Mean Height	27' 0"	
Total Square Footage	15,685 SF	

*Accessible Parking Provided based on the overall shared parking numbers for Lakeside Crossing.

**Total required Parking numbers for Lakeside Crossing is based on the schedule of mixed use parking chart. Data for Buildings 6 and 7 are preliminary and are subject to change.



VICINITY MAP - N.T.S.

GRAPHIC SCALE

0 20 40 80

1 inch = 40 ft.

GENERAL NOTES:

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALL LOCATIONS AND HEIGHTS SHOWN ON THIS PLAN ARE BASED ON A PRELIMINARY GRADING CONCEPT AND ARE SUBJECT TO CHANGE. FINAL RETAINING WALL LOCATIONS AND HEIGHTS WILL BE DETERMINED AT THE SITE PLAN STAGE.
3. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
5. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
6. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
7. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.
8. GRADE BEAM DETAILS SHALL BE PROVIDED AT THE TIME OF SITE PLAN APPLICATION.
9. FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. – PROHIBITED SIGNS.
10. ANY LIGHTING DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS AT THE TIME OF PERMIT REVIEW.
11. ELECTRICAL VEHICLE CHARGING STATION TO BE LOCATED WEST OF THE BUILDING PER DEVELOPER'S REQUEST AND TO BE DESIGNED AT A LATER STAGE.

Proposed Zoning Standard	PD-153 Phase I Existing
Minimum Lot Area	N/A
Minimum Lot Width	N/A
Minimum Floor Area	N/A
Minimum Front Yard	60 ft. along 2499
Minimum Side Yard	N/A
Minimum Rear Yard	N/A
Maximum Lot Coverage	N/A
Max Height (stories/ft.)	10/120 ft.
Maximum Floor: Area Ratio	N/A

MASTER PLAN FEATURES	
Land Use Plan	Lakeside Business District
Specific Plan	None
Urban Design Plan	Lakeside Business District
Parks and Trail	None
Thoroughfare Plan	FM 2499 – Major Arterial
Water Plan	Lakeside Business District
Wastewater Plan	Lakeside Business District

OWNER
COVENTRY SQUARED, LLC
2048 COVENTRY COURT
KELLER, TEXAS 78262
ATTN: SAMIR LAKHANY
630-328-0580

PREPARED BY ENGINEER
JOHN R. MCADAMS COMPANY
4400 STATE HWY 121
SUITE 800
LEWISVILLE, TEXAS 75056
NICOLAS EHRINGER
760-975-4154

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: F-19762 TBPELS: F-10194440

www.mcadamsco.com

CLIENT

MR. NIC READY
REALTY CAPITAL
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TX 75039

PROPOSED RESIDENCE INN

CONSTRUCTION DOCUMENTS

2.51 ACRES (109412 SF)

851 INTERNATIONAL PKWY

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, 75022

REVISIONS

NO.	DATE	
1	08-29-2025	1ST PLANNING SUBMITTAL
2	10-02-2025	2ND PLANNING SUBMITTAL
3	11-21-2025	3RD PLANNING SUBMITTAL
4	12-31-2025	4TH PLANNING SUBMITTAL

PLAN INFORMATION

PROJECT NO.	RCL-25003
FILENAME	RCL25003-S1
CHECKED BY	NBE
DRAWN BY	SAW
SCALE	1"=40'
DATE	01/13/2026

SHEET

CONCEPTUAL SITE PLAN

C1.00

Z:\Drive\Projects\RCL\RCL25003\04-Production\Engineering\Sheets\RCL25003-S1.dwg, 1/13/2026 8:24:41 AM, Meredith Stone

Lakeside Crossing - Planned Development District No. 153

Hotel - ITE Demand, ITE Time-of-Day %'s; Marty B's - ITE Demand, Transaction Data Time-of-Day %'s; Cachet - TOFM Demand, Schedule Data Time-of-Day %'s

BLDG	USE	TENANT	SQFT	RATIO	Required Before Time of Day %	Weekdays 12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	#####	#####
1	Hotel	Residence Inn	118,695	1:0.72	102	102	102	102	102	102	92	92	92	92	82	75	68	66	62	60	59	62	61	63	66	71	77	90	99
2	Coffee Shop	Marty B's Coffee Co.	4,300	1:75	22	0	0	0	0	0	1	10	15	22	22	22	22	21	19	16	14	16	11	11	10	5	3	2	0
3	Salon Suites	Cachet Salons	13,580	1:250	54	0	0	0	0	0	1	1	2	9	35	54	49	48	46	41	42	43	37	22	7	1	0	0	0
4	Medical Office	Smiles Family Dental	4,516	1:250	18	1	1	1	1	1	1	18	18	18	18	18	18	18	18	18	18	18	18	2	2	2	2	2	2
	Retail	Dominoes	1,384	1:250	6	0	0	0	0	0	0	3	3	3	3	3	3	3	3	3	3	3	3	5	5	5	5	5	5
	Health	Iesse James Fit Camp	5,672	1:250	23	1	1	1	1	1	1	12	12	12	12	12	12	12	12	12	12	12	12	21	21	21	21	21	21
	Restaurant	Tycoon	4,165	1:75	56	6	6	6	6	6	6	28	28	28	28	28	28	28	28	28	28	28	28	56	56	56	56	56	56
	Restaurant (Patio)	Tycoon	743	1:75	10	1	1	1	1	1	1	5	5	5	5	5	5	5	5	5	5	5	5	10	10	10	10	10	10
5	Medical Office	Texas Health	3,142	1:250	13	1	1	1	1	1	1	13	13	13	13	13	13	13	13	13	13	13	13	1	1	1	1	1	1
	Retail	UPS	1,354	1:250	5	0	0	0	0	0	0	3	3	3	3	3	3	3	3	3	3	3	3	5	5	5	5	5	5
	Restaurant	Smoothie King	1,280	1:75	17	2	2	2	2	2	2	9	9	9	9	9	9	9	9	9	9	9	9	17	17	17	17	17	17
	Restaurant	Capriottis	1,364	1:75	18	2	2	2	2	2	2	9	9	9	9	9	9	9	9	9	9	9	9	18	18	18	18	18	18
	Restaurant	Honey Bird	1,553	1:75	21	2	2	2	2	2	2	11	11	11	11	11	11	11	11	11	11	11	11	21	21	21	21	21	21
	Amusement and Recreation (Indoor	Arcade 92	6,473	1:127	51	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41
				Total Required:	416	159	159	159	159	159	151	255	261	275	291	303	291	287	279	269	267	273	261	293	280	274	277	289	296
				Total Provided:	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320
				Surplus / (Deficiency):	(96)	161	161	161	161	161	169	65	59	45	29	17	29	33	41	51	53	47	59	27	40	46	43	31	24

BLDG	USE	TENANT	SQFT	RATIO	Required Before Time of Day %	Weekends 12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	#####	#####
1	Hotel	Residence Inn	118,695	1:1	102	102	102	102	102	102	92	82	83	82	81	71	66	62	58	49	51	56	60	67	78	78	80	89	97
2	Coffee Shop	Marty B's Coffee Co.	4,300	1:75	22	0	0	0	0	0	1	9	13	22	22	22	22	22	20	16	15	17	12	10	9	5	3	2	0
3	Salon Suites	Cachet Salons	13,442	1:250	54	0	0	0	0	0	0	1	2	4	14	17	14	13	11	9	6	4	2	1	0	0	0	0	0
4	Medical Office	Smiles Family Dental	4,516	1:250	18	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
	Retail	Dominoes	1,384	1:250	6	0	0	0	0	0	0	6	6	6	6	6	6	6	6	6	6	6	6	4	4	4	4	4	4
	Health	Iesse James Fit Camp	5,672	1:250	23	1	1	1	1	1	1	23	23	23	23	23	23	23	23	23	23	23	23	16	16	16	16	16	16
	Restaurant	Tycoon	4,165	1:75	56	6	6	6	6	6	6	56	56	56	56	56	56	56	56	56	56	56	56	56	56	56	56	56	56
	Restaurant (Patio)	Tycoon	743	1:75	10	1	1	1	1	1	1	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
5	Medical Office	Texas Health	3,142	1:250	13	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Retail	UPS	1,354	1:250	5	0	0	0	0	0	0	5	5	5	5	5	5	5	5	5	5	5	5	4	4	4	4	4	4
	Restaurant	Smoothie King	1,280	1:75	17	2	2	2	2	2	2	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
	Restaurant	Capriottis	1,364	1:75	18	2	2	2	2	2	2	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
	Restaurant	Honey Bird	1,553	1:75	21	2	2	2	2	2	2	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21
	Amusement and Recreation (Indoor	Arcade 92	6,473	1:127	51	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41
				Total Required:	416	159	159	159	159	159	150	292	298	308	317	310	302	297	289	274	272	277	274	267	276	272	272	280	286
				Total Provided:	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320
				Surplus / (Deficiency):	(96)	161	161	161	161	161	170	28	22	12	3	10	18	23	31	46	48	43	46	53	44	48	48	40	34

Utilization Matrix - Weekdays				
Use	6A-12P	12P-6P	6P-12A	12A-6A
Health	50%	50%	90%	5%
Hotel	70%	70%	100%	70%
Drive Thru Coffee Shop	100%	72%	34%	30%
Salon Suites	100%	89%	41%	0%
Medical Office	100%	100%	10%	5%
Office	100%	100%	10%	5%
Restaurant	50%	50%	100%	10%
Amusement	80%	80%	80%	80%
Retail	50%	50%	90%	5%

Utilization Matrix - Weekends				
Use	6A-12P	12P-6P	6P-12A	12A-6A
Health	100%	100%	70%	5%
Hotel	70%	70%	100%	70%
Drive Thru Coffee Shop	100%	72%	34%	30%
Salon Suites	31%	24%	2%	0%
Medical Office	10%	10%	5%	5%
Office	10%	10%	5%	5%
Restaurant	100%	100%	100%	10%
Amusement	80%	80%	80%	80%
Retail	100%	100%	70%	5%

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IRVING, TX 75039

PROPOSED RESIDENCE INN
CONSTRUCTION DOCUMENTS
2.51 ACRES (109412 SF)
851 INTERNATIONAL PKWY
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, 75022

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	RCL-25003
FILENAME	RCL25003-S1
CHECKED BY	NBE
DRAWN BY	MCS
SCALE	N.T.S.
DATE	01/13/2026

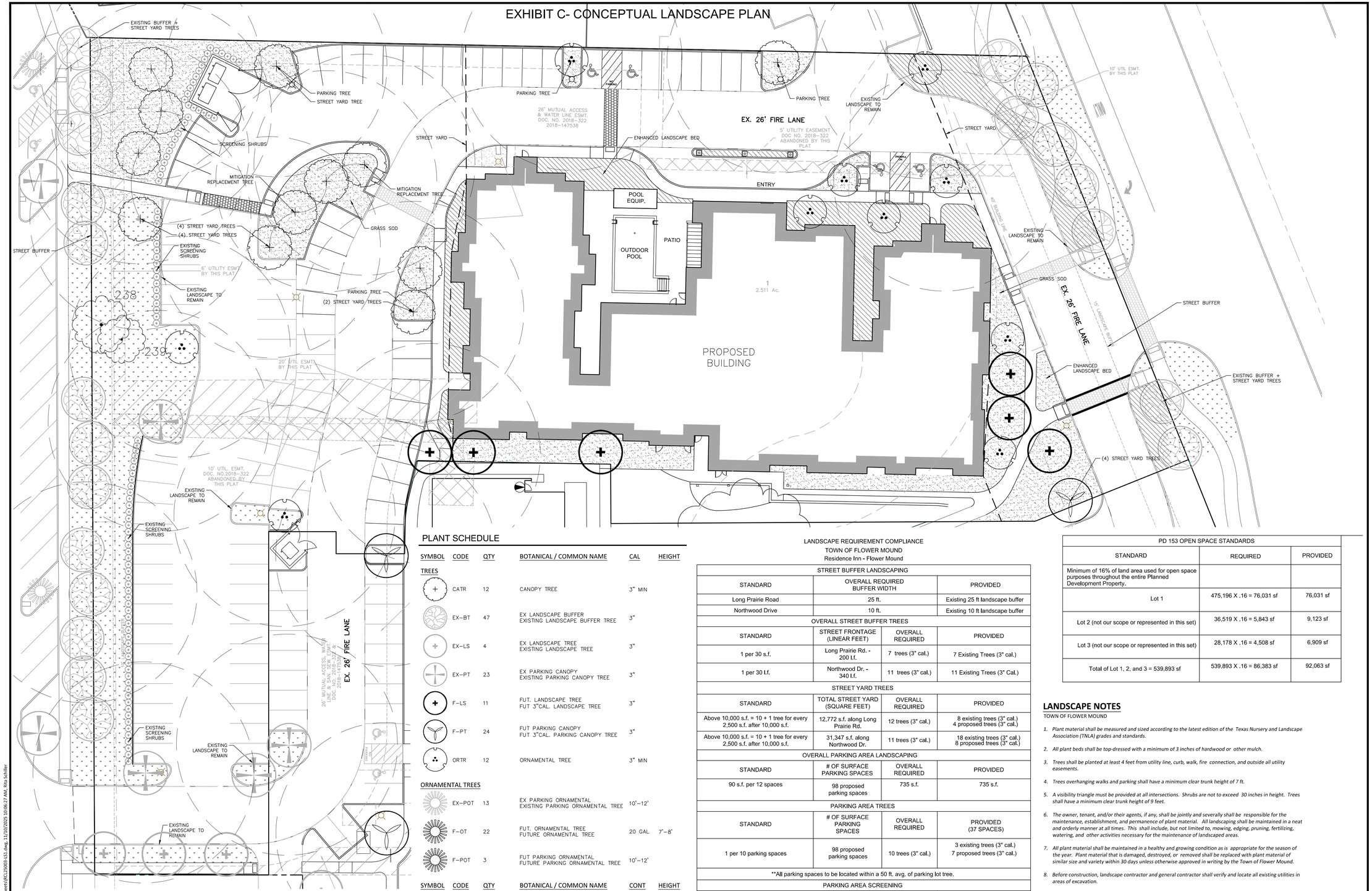
SHEET

PARKING TABLES

C1.01

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EXHIBIT C- CONCEPTUAL LANDSCAPE PLAN



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL	HEIGHT
TREES					
+	CATR	12	CANOPY TREE	3" MIN	
	EX–BT	47	EX LANDSCAPE BUFFER EXISTING LANDSCAPE BUFFER TREE	3"	
+	EX–LS	4	EX LANDSCAPE TREE EXISTING LANDSCAPE TREE	3"	
+	EX–PT	23	EX PARKING CANOPY EXISTING PARKING CANOPY TREE	3"	
+	F–LS	11	FUT. LANDSCAPE TREE FUT 3"CAL. LANDSCAPE TREE	3"	
	F–PT	24	FUT PARKING CANOPY FUT 3"CAL. PARKING CANOPY TREE	3"	
	ORTR	12	ORNAMENTAL TREE	3" MIN	
ORNAMENTAL TREES					
	EX–POT	13	EX PARKING ORNAMENTAL EXISTING PARKING ORNAMENTAL TREE	10'–12'	
	F–OT	22	FUT. ORNAMENTAL TREE FUTURE ORNAMENTAL TREE	20 GAL	7'–8'
	F–POT	3	FUT PARKING ORNAMENTAL FUTURE PARKING ORNAMENTAL TREE	10'–12'	

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT
SHRUBS					
+	SCSH	98	SCREENING SHRUBS	–	

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
GROUND COVERS				
	CYDA	12,731 SF	CYNODON DACTYLON BERMUDAGRASS – EXISTING	SEED
	EB	3,272 SF	ENHANCED LANDSCAPE BED	–
	GS	10,080 SF	GRASS SOD	SOD

GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Residence Inn - Flower Mound

STREET BUFFER LANDSCAPING		
STANDARD	OVERALL REQUIRED BUFFER WIDTH	PROVIDED
Long Prairie Road	25 ft.	Existing 25 ft landscape buffer
Northwood Drive	10 ft.	Existing 10 ft landscape buffer
OVERALL STREET BUFFER TREES		
STANDARD	STREET FRONTAGE (LINEAR FEET)	OVERALL REQUIRED / PROVIDED
1 per 30 s.f.	Long Prairie Rd. - 200 l.f.	7 trees (3" cal.) / 7 Existing Trees (3" cal.)
1 per 30 l.f.	Northwood Dr. - 340 l.f.	11 trees (3" cal.) / 11 Existing Trees (3" Cal.)
STREET YARD TREES		
STANDARD	TOTAL STREET YARD (SQUARE FEET)	OVERALL REQUIRED / PROVIDED
Above 10,000 s.f. = 10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	12,772 s.f. along Long Prairie Rd.	12 trees (3" cal.) / 8 existing trees (3" cal.) 4 proposed trees (3" cal.)
Above 10,000 s.f. = 10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	31,347 s.f. along Northwood Dr.	11 trees (3" cal.) / 18 existing trees (3" cal.) 8 proposed trees (3" cal.)
OVERALL PARKING AREA LANDSCAPING		
STANDARD	# OF SURFACE PARKING SPACES	OVERALL REQUIRED / PROVIDED
90 s.f. per 12 spaces	98 proposed parking spaces	735 s.f. / 735 s.f.
PARKING AREA TREES		
STANDARD	# OF SURFACE PARKING SPACES	OVERALL REQUIRED / PROVIDED (37 SPACES)
1 per 10 parking spaces	98 proposed parking spaces	10 trees (3" cal.) / 3 existing trees (3" cal.) 7 proposed trees (3" cal.)
PARKING AREA SCREENING		
STANDARD	Landscape Berm or Screening Shrubs	PROVIDED
All head parking to be screened from street view	3' ht. screen	3' ht. screening shrubs

**All parking spaces to be located within a 50 ft. avg. of parking lot tree.

PD 153 OPEN SPACE STANDARDS		
STANDARD	REQUIRED	PROVIDED
Minimum of 16% of land area used for open space purposes throughout the entire Planned Development Property.		
Lot 1	475,196 X .16 = 76,031 sf	76,031 sf
Lot 2 (not our scope or represented in this set)	36,519 X .16 = 5,843 sf	9,123 sf
Lot 3 (not our scope or represented in this set)	28,178 X .16 = 4,508 sf	6,909 sf
Total of Lot 1, 2, and 3 = 539,893 sf	539,893 X .16 = 86,383 sf	92,063 sf

LANDSCAPE NOTES

TOWN OF FLOWER MOUND

1. *Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.*
2. *All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.*
3. *Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.*
4. *Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.*
5. *A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 9 feet.*
6. *The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.*
7. *All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.*
8. *Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.*
9. *Please refer to all landscape and irrigation specifications.*
10. *All landscape beds and turf areas to be separated with edging.*
11. *All landscape beds to be 6" below finished floor.*
12. *All hydromulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.*
13. *All landscape to be 100% irrigated. All Irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.*
14. *Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.*
15. All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

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PROPOSED RESIDENCE INN

FIRE LANE HOSE LAY LENGTH
TOWN OF FLOWER MOUND, TEXAS, 75028

REGISTERED LANDSCAPE ARCHITECT
JONATHAN A. HAMMER
3516
STATE OF TEXAS
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	RCL-25003
FILENAME	RCL25003-U1
CHECKED BY	MAH
DRAWN BY	RJS
SCALE	1"=20'
DATE	2025. 08. 28

SHEET

CONCEPT LANDSCAPE PLAN

CLP1

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01 RENDERING
SCALE: 1/16" = 1'-0"

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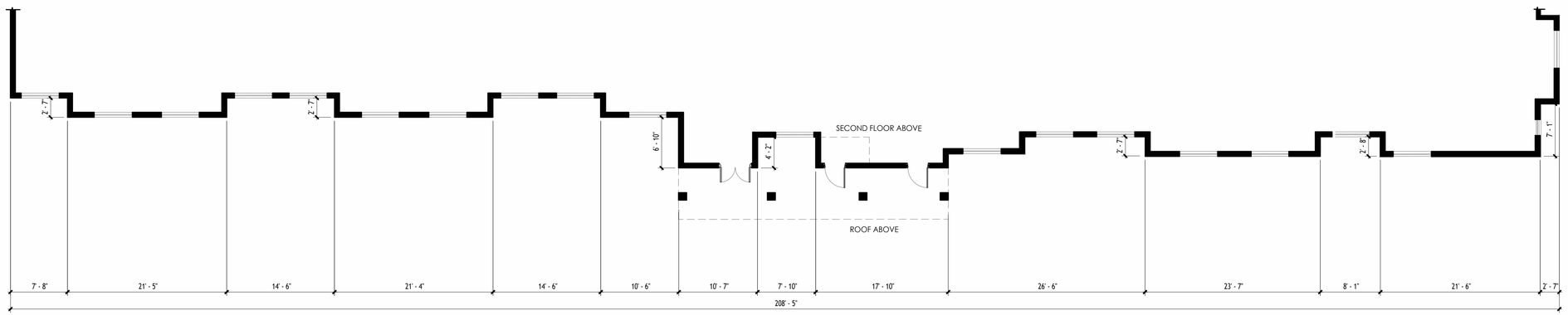
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title
Rendering

date 07.28.2025

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01 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

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revisions

title
Colored Elevations

date 07.28.2025

sheet
A0.02

ROOF 2
70' - 9"

ROOF
68' - 6"

TRUSS BEARING
56' - 0"

6TH FLOOR
47' - 6"

5TH FLOOR
37' - 0"

3RD FLOOR
26' - 6"

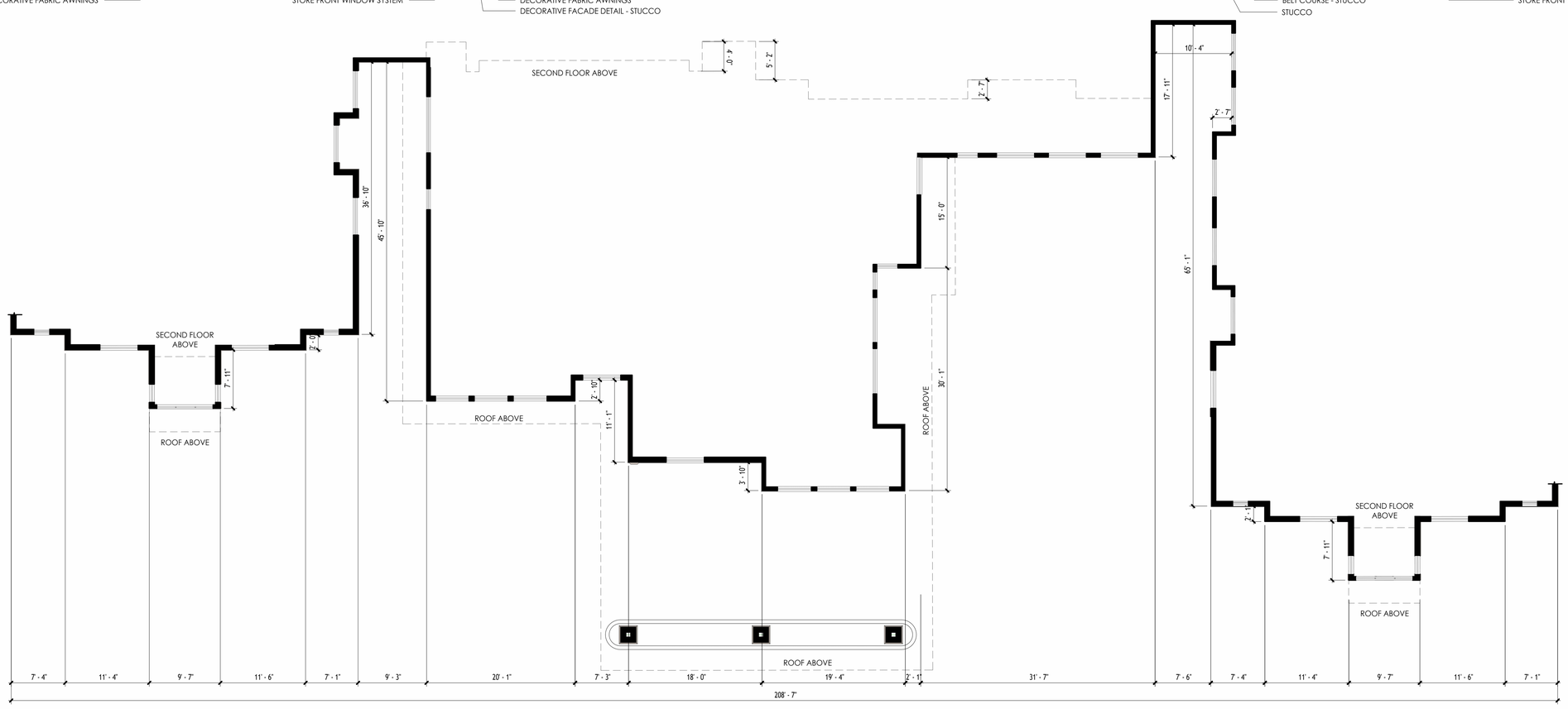
2ND FLOOR
16' - 0"

1ST FLOOR
0' - 0"

VERTICAL BLADE SIGN

Residence INN BY MARRIOT

DECORATIVE BRACKETS
PARAPET COPING
BLACK METAL RAILING
TERRACOTTA ROOF TILES
TYPICAL WINDOW - BLACK FRAME
STUCCO
DECORATIVE FACADE DETAIL - STUCCO
TYPICAL WINDOW - BLACK FRAME
STUCCO CORNICE
DECORATIVE FABRIC AWNINGS
STORE FRONT WINDOW SYSTEM
BELT COURSE - STUCCO



01 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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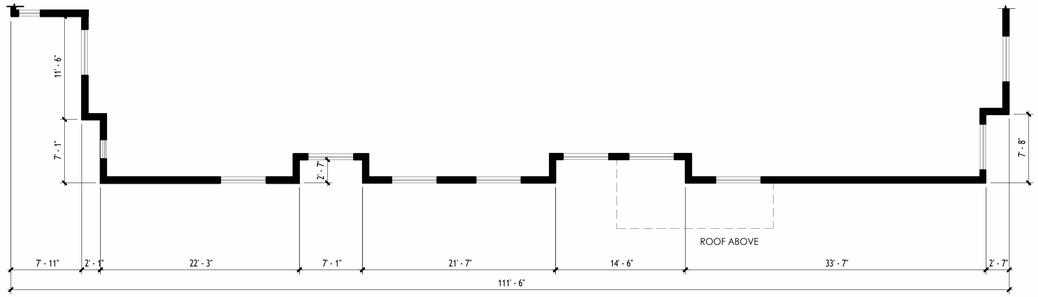
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title
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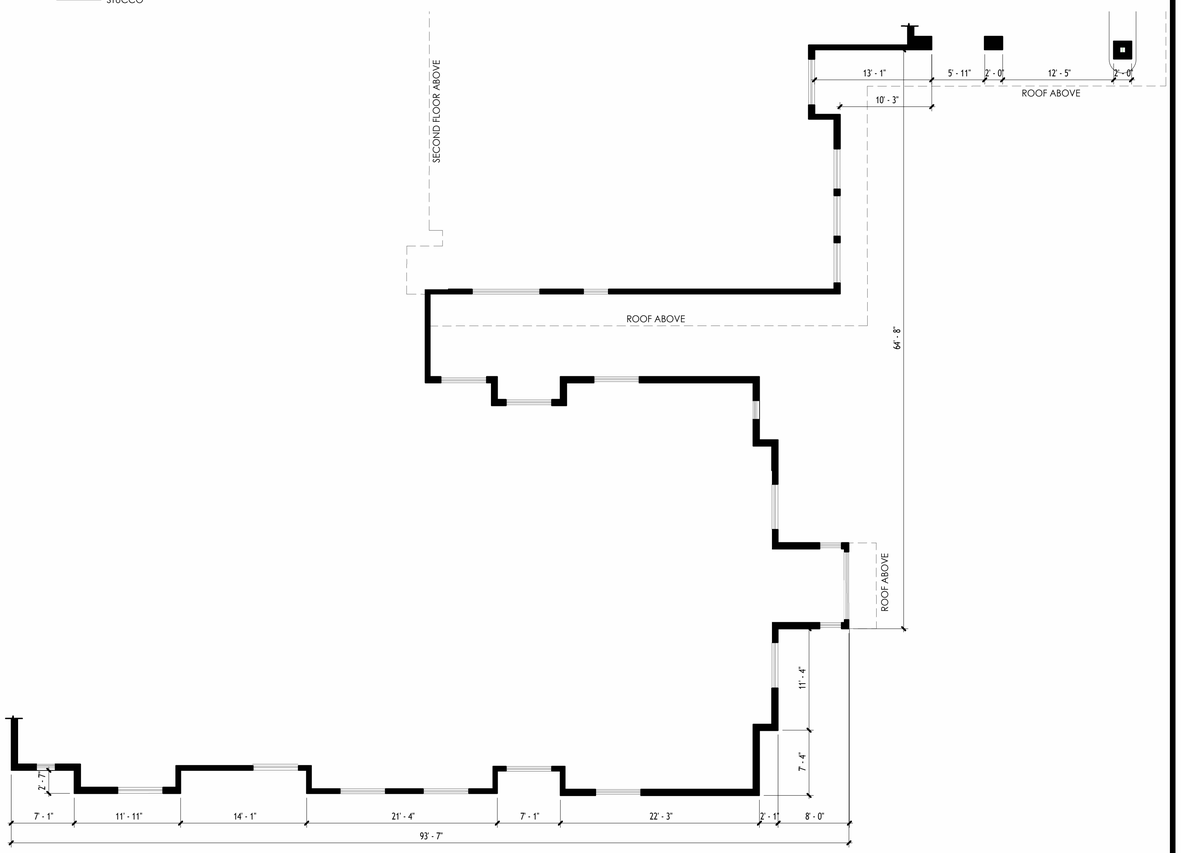
date 07.28.2025

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02 WEST ELEVATION
SCALE: 1/8" = 1'-0"



01 EAST ELEVATION
SCALE: 1/8" = 1'-0"

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TOWN OF FLOWER MOUND

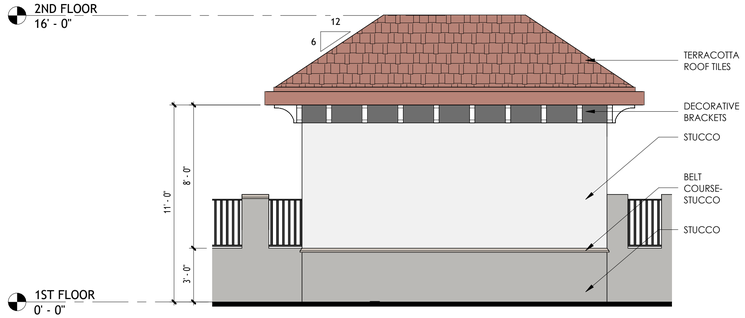
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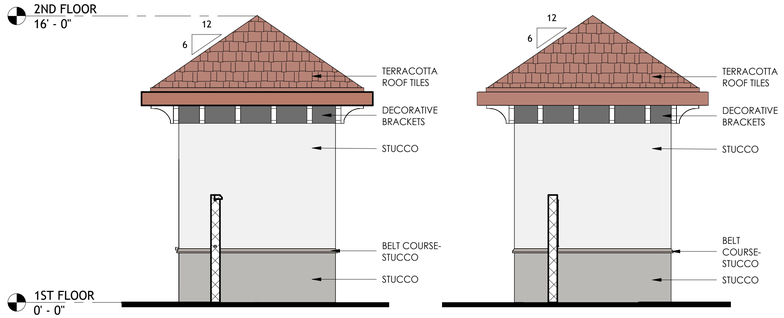
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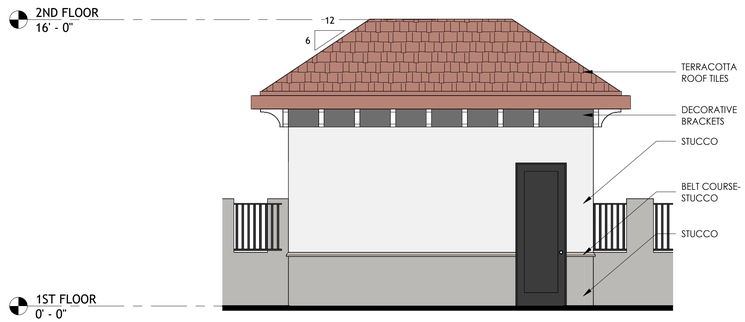
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Colored Elevations

date 07.28.2025

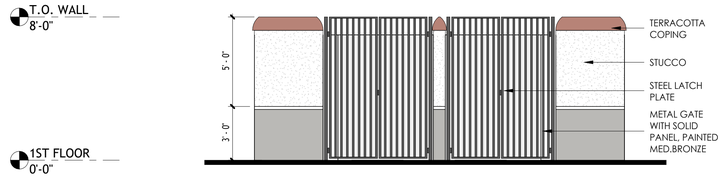
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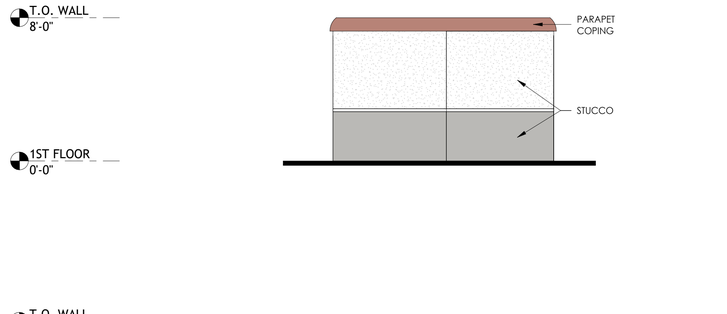


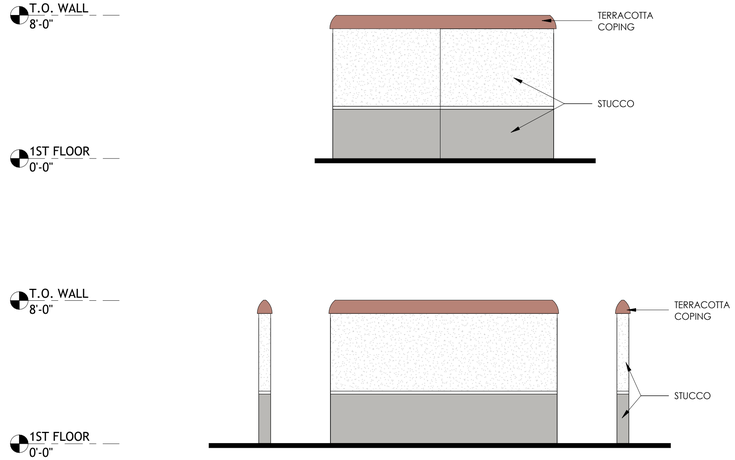




02 POOL ELEVATIONS
SCALE: 1/4" = 1'-0"







01 DUMPSTER ELEVATIONS
SCALE: 1/4" = 1'-0"

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title
Colored Elevations

date 07.28.2025

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STC-1 STUCCO



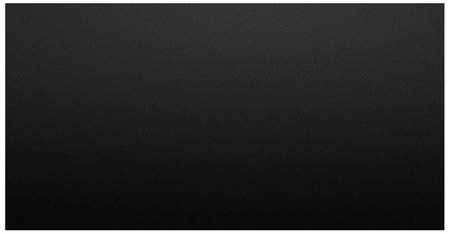
STC-2 STUCCO



GL-1 GLAZING



RF-1 TERRACOTTA ROOF TILES



MT-1 METAL, BLACK



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revisions

title
Material Board

date 07.28.2025

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A0.10

Blade Signs

Cabinet Specifications:

Construction:
Reverse angle iron frame

Face Construction:
3M Panagraphics III flexible face

Retainer:
Bleed face

Illumination:
GE 7100K White LED's
or Sloan PrismBeam 24V 6500K White LED's as required

Exterior Finish:
Paint Pantone® 425 C Gray, satin finish

Interior Finish:
Paint reflective white

Pole Finish:
Paint Matthews 41342SP Brushed Aluminum, satin finish

Face Specifications:

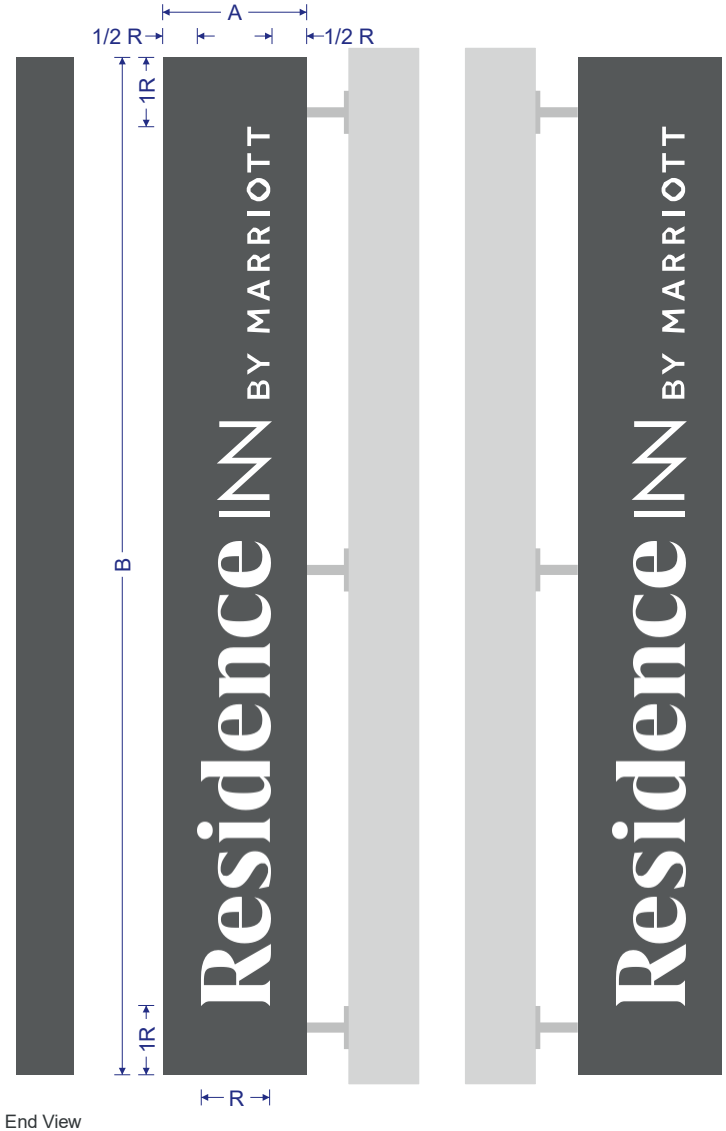
Face Construction:
3M Panagraphics III flexible face

Decoration:
Digitally printed decoration to match Pantone® 425 C Gray and white

* "Residence Inn" and "Marriott" to appear white during the day and illuminate white at night (background does not illuminate)

Blade signage to read bottom to top

Note: Blade signage to be used only with approval from Marriott Global Design.



End View

Blade Sign



Model #	A	B
BLADE-36	3'-0"	21'-2 5/16"

Model #	A	B
BLADE-36	914	6459
*Metric dimensions are in mm		

EXHIBIT E - Mixed Use Time Based Shared Parking Table

Proposed Required Parking

Table 5

BLDG	USE	TENANT	Weekdays																							
			12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
1	Hotel	Residence Inn	102	102	102	102	102	92	92	92	92	82	75	68	66	62	60	59	62	61	63	66	71	77	90	99
2	Coffee Shop	Marty B's Coffee Co.	0	0	0	0	0	1	10	15	22	22	22	22	21	19	16	14	16	11	11	10	5	3	2	0
3	Salon Suite	Cachet Salons	0	0	0	0	0	1	1	2	9	35	54	49	48	46	41	42	43	37	22	7	1	0	0	0
4 & 5	Mixed Use	Mixed Use	57	57	57	57	57	57	152	152	152	152	152	152	152	152	152	152	152	152	197	197	197	197	197	197
		Total Required:	159	159	159	159	159	151	255	261	275	291	303	291	287	279	269	267	273	261	293	280	274	277	289	296
		Total Provided:	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320
		Surplus / (Deficiency):	161	161	161	161	161	169	65	59	45	29	17	29	33	41	51	53	47	59	27	40	46	43	31	24

Table 5 illustrates the Site's parking capabilities relative to weekday parking demand after integrating ITE Data and Client Data.

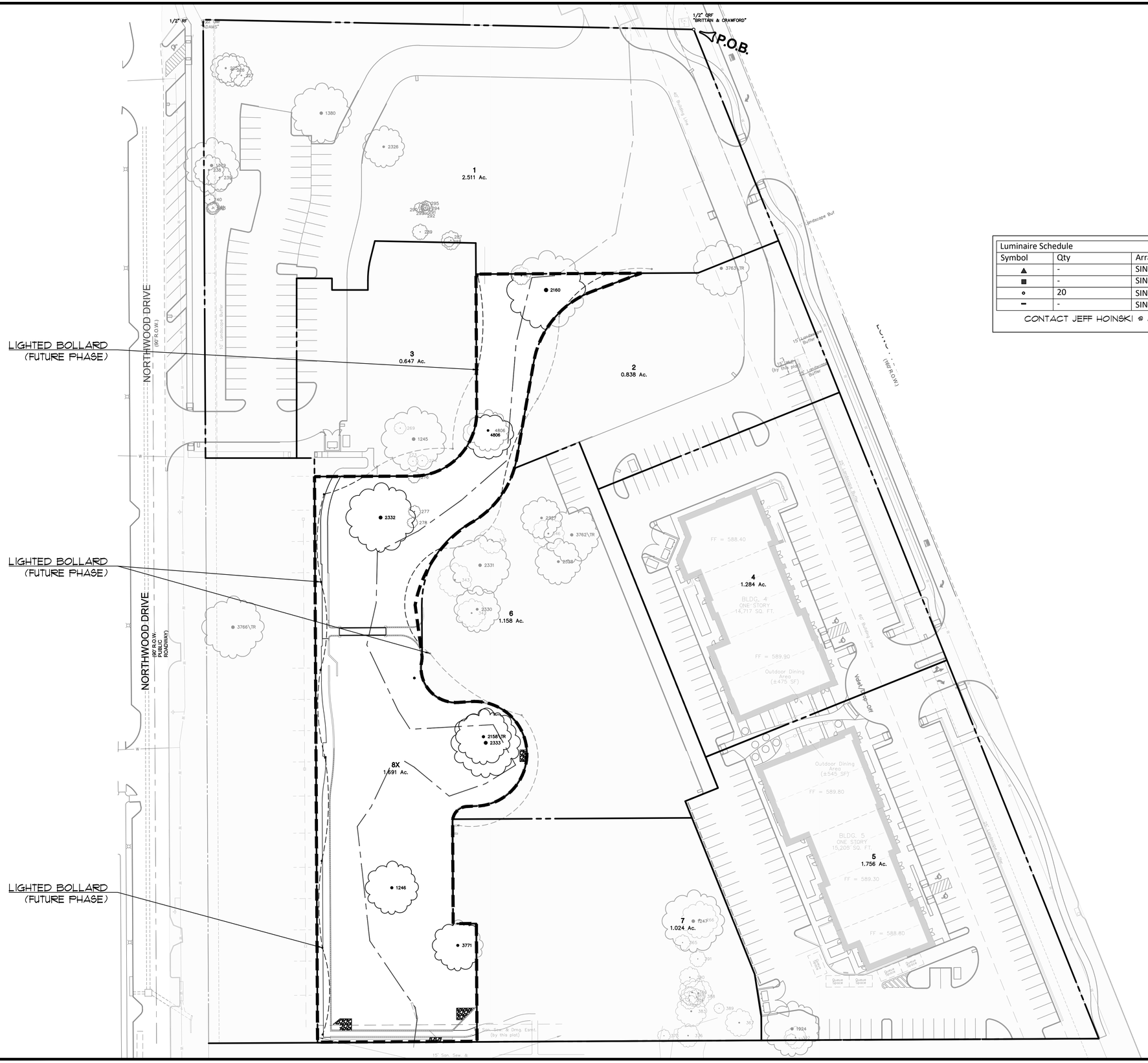
Table 6

BLDG	USE	TENANT	Weekends																							
			12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
1	Hotel	Residence Inn	102	102	102	102	102	92	82	83	82	81	71	66	62	58	49	51	56	60	67	78	78	80	89	97
2	Coffee Shop	Marty B's Coffee Co.	0	0	0	0	0	1	9	13	22	22	22	22	22	20	16	15	17	12	10	9	5	3	2	0
3	Salon Suite	Cachet Salons	0	0	0	0	0	0	1	2	4	14	17	14	13	11	9	6	4	2	1	0	0	0	0	0
4 & 5	Mixed Use	Mixed Use	57	57	57	57	57	57	200	200	200	200	200	200	200	200	200	200	200	200	189	189	189	189	189	189
		Total Required:	159	159	159	159	159	150	292	298	308	317	310	302	297	289	274	272	277	274	267	276	272	272	280	286
		Total Provided:	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320	320
		Surplus / (Deficiency):	161	161	161	161	161	170	28	22	12	3	10	18	23	31	46	48	43	46	53	44	48	48	40	34

Table 6 illustrates the Site's parking capabilities relative to weekend parking demand after integrating ITE Data and Client Data.

Jacob Birmelin
Development Partner
jbirmelin@realtycapital.com

909 Lake Carolyn Pkwy, Suite 150
Irving, Texas 75309
RealtyCapital.com



NORTH

40 0 40 80 120 Feet

SCALE: 1"=40'

Luminaire Schedule			
Symbol	Qty	Arrangement	Description
▲	-	SINGLE	SLS-GEM-6-2-3-X LED GIM OPEN 120* WIDE FLOOD-1
■	-	SINGLE	SLS-GEM-6-1-3-X LED GIM OPEN120* WIDE FLOOD-1
○	20	SINGLE	LIGHTED BOLLARD
▬	-	SINGLE	RECTANGLE STEP LIGHT 12V

CONTACT JEFF HOINSKI @ JHOINSKI@SITELIGHTINGSOLUTIONS-USA.COM FOR PRICING

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, TX 76262
940. 240. 9112

TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com
www.mcadamstexas.com

MCADAMS

LAKESIDE CROSSING

LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
10.910 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT
LIGHTING PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 4/8/2021

REGISTERED LANDSCAPE ARCHITECT # 2826
JAMESON R. PINSON
2826
STATE OF TEXAS

Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
09/22/2020

16326

L4.0

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

File: Z:\2016\16326\Drawings\Landuse\ZONING EXHIBITS\16326 LIGHTING PLAN
Printed: 4/8/2021 3:53 PM, by Matthew Meyers Saved: 4/8/2021 3:51 PM, by matthew